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(03-90-0635)

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RECEIVED
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7/15/99

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BERKS ASSOCIATES, et al.

Defendants.

cc: J. Johnson
B. Borden
L. Vassallo
A. Butcher
FILED 00-1111 Anglassville.

Civ. No. 91-4868

entered 7/8/99

ORDER

AND NOW, this 7th day of July, 1999, upon consideration of the motion of the United States to enter the Consent Decree lodged with this Court on March 16, 1999, it is hereby

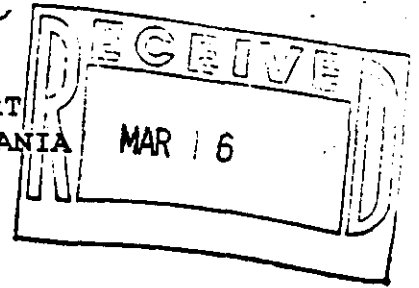
ORDERED that the Consent Decree is entered as a final judgment and Order of this Court.

Robert F. Kelly
UNITED STATES DISTRICT JUDGE

ENTERED: 7/8/99

CLERK OF COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA



UNITED STATES OF AMERICA,

Plaintiff,

v.

BERKS ASSOCIATES, et al.

Defendants.

FILED JUL - 7 1999

Civ. No. 91-4868

CONSENT DECREE

I. BACKGROUND

WHEREAS, Plaintiff, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA") filed a Complaint on or about July 31, 1991 under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, seeking recovery of costs incurred and to be incurred in responding to the release or threat of release of hazardous substances at or in connection with the Douglassville Disposal Superfund Site ("Site") located in Berks County, Pennsylvania.

WHEREAS, the Regional Administrator of the United States Environmental Protection Agency, Region III, has determined the following:

~~FILED~~

~~MAR 16 1999~~

~~MICHAEL E. KUNZ, Clerk~~

~~By Dep. Clerk~~

ENTERED

7/8/99

CLERK OF COURT

ORIGINAL
P. 1

(i) The settlement embodied in this Consent Decree is fair, reasonable, and in the public interest;

(ii) The portion of Response Costs paid by each Settling Defendant to the United States pursuant to this Consent Decree represents only a minor portion of the Response Costs incurred and to be incurred at the Site;

(iii) Information currently known to EPA indicates that the amount of hazardous substances contributed to the Site by each Settling Defendant totals one percent or less of the weighted and unweighted volume attributable to parties participating in the allocation conducted by TLI Systems, Incorporated ("TLI"), and that the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site; and,

(iv) Information provided to EPA indicates that the amount to be paid by each Settling Defendant represents its proportionate share of the United States' past and future Response Costs incurred and to be incurred at the Site, plus an appropriate premium on the Settling Defendant's share of future Response Costs to address unforeseen

contingencies, including any cost overruns, which may arise with the implementation of the selected remedy.

WHEREAS, in June 1989 the EPA issued a Record of Decision ("ROD") which selected a remedial alternative which included excavation, removal, and on-site thermal treatment of contaminated soil at certain locations (Source Areas 2 and 9) at the Site. The cost of implementing the thermal treatment component of the June 1989 ROD is estimated to be \$53 Million.

WHEREAS, certain Potentially Responsible Parties ("PRPs") have proposed to implement an alternative remedy on materials from Source Areas 2 and 9 at the Site. This alternative remedy would employ the Dispersion by Chemical Reaction ("DCR") stabilization technology in lieu of thermal treatment.

WHEREAS, in November 1997 EPA entered into an Administrative Order on Consent for a Focused Feasibility Study ("FFS") with eight (8) PRPs to evaluate the DCR technology's ability to respond to or remedy the release or threatened release of hazardous substances, pollutants or contaminants, using the nine criteria for evaluation of remedial alternatives specified in Section 300.430(e)(9) of the National Contingency Plan 40 C.F.R. § 300.430(e)(9). The FFS is on-going and the cost of implementing the DCR stabilization technology at the Site is estimated at \$18 Million.

WHEREAS, because of the ongoing FFS, this Consent

Decree provides each Settling Defendant with a choice regarding reimbursement of future Response Costs pursuant to this Consent Decree. Specifically, Settling Defendants may elect whether their reimbursement shall be based on the \$53 Million remedial cost estimate or the \$18 Million remedial cost estimate to settle their liability for future Response Costs pursuant to this Consent Decree. Those Settling Defendants that elect the \$18 Million future Response Costs alternative may be required to make additional payments toward reimbursement of their future cost share if a new or modified remedy is selected for the Site the cost of which exceeds \$45 million as set forth in Paragraph 5.c.

WHEREAS, the United States and Settling Defendants agree that this Consent Decree is fair, reasonable, in the public interest, and in furtherance of the statutory goals of CERCLA and, by means of this Consent Decree, final settlement will be reached with a number of parties in this case, thereby avoiding difficult, prolonged, and complicated litigation between the United States and Settling Defendants, and other potentially responsible parties not participating in this Consent Decree:

WHEREAS, the United States and Settling Defendants agree that entry of this Consent Decree without further litigation and without admission, adjudication, or determination of any issue of fact or law, except as specified herein, is appropriate.

WHEREAS, subject to the terms of Paragraph 5.c. ,the

payments made by each Settling Defendant hereunder and under a related Agreement Concerning Contractor Response Costs (a copy of which is attached hereto for informational purposes as Exhibit A) represent its proportionate share of Response Costs incurred and to be incurred by the United States at the Site and each Settling Defendant's proportionate share of certain Response Costs incurred by Settling Defendants and certain other persons.

Subject to the terms of Paragraph 5.c., the payments made by each Settling Defendant are intended to resolve the liability of the Settling Defendants for all Response Costs incurred by the United States and all Response Costs to be incurred by the United States for or in connection with the implementation of the remedy and for additional work to be performed in the event that the United States determines the implemented remedy is not protective of public health or the environment, and such payments will entitle the Settling Defendants to contribution protection as provided in Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

NOW, THEREFORE, before the taking of any testimony; upon the pleadings, without the admission or any adjudication on any issue of fact or law, except as specified herein, and upon the consent and agreement of the parties to this Consent Decree by their attorneys and authorized officials, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action, and over the parties to this Consent Decree, pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607 and 9613(b). The Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree. The parties agree to be bound by the terms of this Consent Decree and not to contest its validity in any subsequent proceeding arising from it.

III. DENIAL OF LIABILITY

2. The United States and the Settling Defendants agree that the actions undertaken by the Settling Defendants in accordance with this Consent Decree do not constitute an admission by any of the Settling Defendants of any violation of state or federal law or an admission of any liability by any Settling Defendant to the United States or any other person or entity. This Consent Decree shall not be used as evidence or as collateral estoppel against the Settling Defendants in any action or proceeding other than an action or proceeding to enforce the terms of this Decree, and the execution of this Consent Decree shall not constitute any admission of fact or contention of law or liability by any Settling Defendant. Settling Defendants, as a group and individually, specifically deny all liability for the

Site.

IV. PARTIES BOUND

3. This Consent Decree shall apply to and be binding upon the United States and the Settling Defendants, and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree. Each undersigned representative of a Settling Defendant to this Consent Decree certifies that he or she is fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this Consent Decree and has identified, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Decree.

V. DEFINITIONS

4. Unless otherwise expressly provided herein, the terms used in this Consent Decree that are defined in CERCLA, or in any federal or state regulation promulgated under CERCLA, shall have the meaning assigned to them in CERCLA, or in such regulation. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Consent Decree" or "Decree" shall mean this Consent Decree and all appendices.

"Contractor Response Costs" shall mean all costs associated with the work performed by private contractors engaged by certain defendants and third-party defendants in analyzing Site remedies and proposing changes thereto, and the costs incurred by TLI Systems, Incorporated in connection with the settlement and allocation process relating to the Site, through the date of signature of this Consent Decree. (The use by the United States of this definition of "Contractor Response Costs" in this decree shall not constitute any admission of fact or contention of law or liability as to the recoverability of any or all Contractor Response Costs in an action under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607, 9613.)

"EPA" shall mean the United States Environmental Protection Agency.

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the U.S. Code, in accordance with 42 U.S.C. § 9607(a).

"Parties" shall mean the United States and each Settling Defendant.

"Plaintiff" shall mean the United States.

"Response Costs" shall mean (1) all costs incurred and to be incurred at or in any way relating to the Site by the United States, including claims for cost overruns incurred during implementation of the remedy, supplemental remedies or additional work to be performed in the event that the implemented remedy is not protective of public health or the environment, (2) the Commonwealth of Pennsylvania's ten (10) percent share of all future costs incurred by the United States at the Site pursuant to the Commonwealth's Superfund State Contract with EPA, (3) past costs of removal and remedial actions, as those terms are defined and used in Sections 101 and 107 of CERCLA, 42 U.S.C. §§ 9601, 9607, incurred in connection with the Site by persons in response to, or in association with persons responding to, the Unilateral Administrative Order issued by EPA on or about July 31, 1991, Docket No. III-91-62-DC, for Remedial Action activities for Phase I of Operable Unit No. 2, (4) all costs of removal or remedial actions, as those terms are defined and used in Sections 101 and 107 of CERCLA, 42 U.S.C. §§ 9601, 9607, that may be incurred in the future at or in any way relating to the Site by persons other than the United States and (5) Contractor Response Costs to the extent permitted by law.

"Settling Defendants" shall mean those parties described in Appendices A1 and A2, their successors, and assigns.

"Site" shall mean the Douglassville Disposal Superfund Site, located in Douglassville, Berks County, Pennsylvania, which

occupies approximately 50 acres of land in Union Township along the southern bank of the Schuylkill River.

"United States" shall mean the United States of America.

VI. REIMBURSEMENT OF RESPONSE COSTS

5. Payment of Response Costs To the United States - Within sixty (60) days of entry of this Consent Decree, each Settling Defendant shall pay to the United States the payments shown in Appendix B of this Consent Decree as follows:

a. As to past Response Costs, each Settling Defendant shall pay to the EPA Hazardous Substances Superfund its proportional share of the United States' past Response Costs incurred at the Site, which amount is listed under the column marked "EPA Past Response Costs" in Appendix B;

b. As to future Response Costs, each Settling Defendant may elect to reimburse the United States as set forth in either Paragraphs 5.b.(i) or 5.b.(ii), below.

(i) Any Settling Defendant may elect to pay to the Douglassville Disposal Site Special Account its proportional share of the future Response Costs to be incurred at the Site, on the basis of projected future Response Costs of \$53 Million plus a 100% premium on the future response cost payment, which amounts are listed under the columns marked "\$53 Million Cost Basis with 100% Premium" in Appendix B. Settling Defendants electing this option are listed in Appendix A1.

(ii) In the alternative, any Settling Defendant may elect to pay to the Douglassville Disposal Site Special Account its proportional share of the future Response Costs to be incurred at the Site, on the basis of projected future Response costs of \$18 Million plus a 150% premium, which amounts are listed under the columns marked "\$18 Million Cost Basis with 150% Premium" in Appendix B. Settling Defendants electing this option are listed in Appendix A2.

c. Any Settling Defendant that elects the option set forth in Paragraph 5.b.(ii), above, is subject to an upward adjustment in its proportional share of future Response Costs in the event that EPA, following consideration of the FFS that is now being performed pursuant to an Administrative Order on Consent for a Focused Feasibility Study, either: 1) does not modify or amend in any way the June 1989 EPA Record of Decision for this Site; or 2) modifies or amends the June 1989 EPA Record of Decision for this Site, but selects a final remedy for the Site for which future Response Costs are estimated to be greater than \$18 Million. In the event that an upward adjustment is required, the amount of any adjustment will be equal to (i) the Settling Defendant's proportionate share of the estimated future Response Costs which are in excess of \$45 million dollars plus (ii) a premium to be determined by EPA based upon applicable agency guidance and policy. In no event, however, shall the premium exceed 100 percent of the estimated future Response

Costs. Settling Defendants shall submit any such additional payment for future Response Costs within ninety (90) days of receipt of written notice from EPA. Both the need for and the amount of the additional payment will be determined by EPA in its sole, unreviewable, discretion.

d. In no event, however, will the sum of the payment made in Paragraph 5.b.(ii) and the additional payment for future Response Costs required of a particular Settling Defendant by Paragraph 5.c. exceed the payment that would have been required of that Settling Defendant had that Settling Defendant elected the payment option in Paragraph 5.b.(i).

6. Each Settling Defendant's payment to the EPA Hazardous Substances Superfund pursuant to Section VI.5.a. above shall be made by Electronic Funds Transfer ("EFT" or "wire transfer") to the U.S. Department of Justice lockbox bank, referencing CERCLA # 03-51, DOJ # 90-11-2-303 and the U.S. Attorney Office file number (#91-02161). Settling Defendants shall notify EPA Region III, Superfund Accounting, P.O. Box 360515, Pittsburgh, PA 15251-6515 of the transfer. A copy of the notification containing the Site name and the CERCLA # shall be forwarded simultaneously to the Docket Clerk (3RC00), U.S. Environmental Protection Agency, 841 Chestnut Building, Philadelphia, PA 19107 and the Chief of the Environmental Enforcement Section, referencing DOJ # 90-11-2-303, U.S. Department of Justice, P.O. Box 7611, Benjamin Franklin Station,

Washington, DC 20044.

7. Each Settling Defendant's payment to the Douglassville Disposal Site Special Account pursuant to Paragraphs VI.5.b.(i), VI.5.b(ii)., or VI.5.c. (if any is required) above shall be made by remitting a cashier's or certified check made payable to the "EPA-Hazardous Substance Superfund." Checks should identify the Douglassville Disposal Site Special Account, EPA Region III and CERCLA # 03-51 and be forwarded to the United States Environmental Protection Agency, Region III, Attention Superfund Accounting, P.O. Box 360515, Pittsburgh, PA 15251-6515. A copy of the notification containing the Site name and the CERCLA # shall be forwarded simultaneously to the Docket Clerk (3RC00), U.S. Environmental Protection Agency, 841 Chestnut Building, Philadelphia, PA 19107 and the Chief of the Environmental Enforcement Section, referencing DOJ # 90-11-2-303, Department of Justice, P.O. Box 7611, Benjamin Franklin Station, Washington, DC 20044.

8. Private Parties' Response Costs Settlement - Within sixty (60) days of entry of this Consent Decree, each Settling Defendant shall pay into an escrow account entitled the "Douglassville PRPs Past Response Costs Account" to be established with Citibank, FSB the amount set forth on Appendix C hereto, reflecting each Settling Defendant's allocated share of the \$1,511,000 Response Costs incurred by non-government entities in connection with compliance with the Unilateral Administrative

Order issued by EPA on or about July 31, 1991, Docket No. III-91-62-DC, for Remedial Action activities for Phase I of Operable Unit No. 2. The funds in said escrow account shall be distributed to certain Settling Defendants as set forth in Appendix D hereto. In the event not all of the payments set forth in Appendix C are made within sixty (60) days of entry of this Decree, the funds paid into the Douglassville PRPs Past Response Costs Account shall be distributed to the Settling Defendants listed on Appendix D in proportion to the full amount designated on Appendix D that should be paid to such parties. Thereafter, as further payments are received by the Douglassville PRPs Past Response Costs Account, they shall be distributed in the same proportional manner until each of the Settling Defendants listed on Appendix D has received the full amount listed on said Appendix.

9. Private Parties' Contractor Response Costs Settlement - Within sixty (60) days of entry of this Consent Decree, each Settling Defendant shall pay into two escrow accounts entitled the "Douglassville Technical Consultants' Account" and the "Douglassville Allocation Consultant and Document Depository Account" to be established with Citibank, FSB the amounts, if any, respectively set forth on Appendix E1 and Appendix E2 hereto, reflecting each Settling Defendant's allocated share of Contractor Response Costs. The funds in said escrow accounts shall be distributed to certain of the

contractors who are referred to in the Agreement Concerning Contractor Response Costs (a copy of which is attached for informational purposes as Exhibit A) and to certain of the Settling Defendants, all as set forth in Appendix F1 (with respect to Technical Consultants) and Appendix F2 (with respect to the Allocation Consultant and the Document Depository). In the event that not all of the payments set forth in Appendix E1 are made within sixty (60) days of entry of this Decree, the funds paid into the Douglassville Technical Consultants Account shall be distributed first to the Technical Consultants so that they are paid in full and then to the Settling Defendants listed on Appendix F1 in proportion to the full amount designated on Appendix F1 that should be paid to such parties. Thereafter, as further payments are received by the Douglassville Technical Consultants Account, they shall be distributed in the same proportional manner until each of the Settling Defendants listed on Appendix F1 has received the full amount listed on said Appendix. Likewise, in the event that not all of the payments set forth in Appendix E2 are made within sixty (60) days of entry of this Decree, the funds paid into the Douglassville Allocation Consultant and Document Depository Account shall be distributed first to the Allocation Consultant and Pepper, Hamilton & Scheetz, as keeper of the Document Depository, so that they are paid in full and then to the Settling Defendants listed on Appendix F2 in proportion to the full amount designated on

Appendix F2 that should be paid to such parties. Thereafter, as further payments are received by the Allocation Consultant and Document Depository Account, they shall be distributed in the same proportional manner until each of the Settling Defendants listed on Appendix F2 has received the full amount listed on said Appendix.

10. Interest On Late Payments - If payment provided for under Paragraphs 5.a., 5.b.(i), 5.b.(ii), 8 and 9 of this Section is not made by such Settling Defendant within sixty (60) days of the entry of this Consent Decree, the Settling Defendant shall pay Interest on the unpaid balance, with said Interest to be compounded daily. Interest on the unpaid balance due shall accrue from the day after payment is due until the date of payment and shall be paid in accordance with the provisions herein for payments due to the United States or Settling Defendants. For any Settling Defendant that elects to settle on the basis of Paragraph 5.b.(ii) with respect to future Response Costs, if an additional payment required pursuant to Paragraph 5.c. is not made by such Settling Defendant within ninety (90) days of receiving EPA's demand for such payment, that Settling Defendant shall pay Interest on the unpaid balance, with said Interest to be compounded daily. Interest on the unpaid balance due shall accrue from the day after the additional payment is due until the date of payment and shall be paid in accordance with the provisions herein for payments due to the United States.

11. If the United States or a Settling Defendant must bring an action to collect any payment provided for under this Section, the Settling Defendant against whom such action is brought shall reimburse the United States or the Settling Defendant bringing the action for all costs of such action, including but not limited to, reasonable costs of attorneys' time or reasonable attorneys' fees.

12. Payment of Response Costs does not constitute payment of a penalty, fine, or monetary sanction.

VII. CERTIFICATION

13. By signing this Consent Decree, each Settling Defendant certifies, to the best of its knowledge and belief, the following:

a. the Settling Defendant has made reasonable inquiry about all information which relates in any way to its ownership, operation, generation, treatment, transportation, storage, or disposal of hazardous substances, including the amount and toxicity of such hazardous substances, at or in connection with the Site; and

b. the Settling Defendant certifies that it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability or the filing of a suit against the Settling Defendant relating to the Site, other than information

protected by the attorney-client privilege as recognized by federal law. The Settling Defendant further certifies that it has fully complied with all disclosure requirements of the Case Management Order entered in this matter on March 8, 1993, and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6927 and has provided that information to the Douglassville Disposal Site document depository; and

c. the information provided under subparagraph b above is materially true and correct, and (1) the Settling Defendant's total unweighted volume of hazardous substances contributed to the Site, as determined by the TLI allocation, does not exceed the amount shown in Appendix B, (2) the Settling Defendant's total weighted volume of hazardous substances contributed to the Site, as determined by the TLI allocation, represents a reasonable allocation for purposes of this settlement, and (3) the hazardous substances contributed to the Site by the Settling Defendant are not significantly more toxic than other hazardous substances at the Site.

VIII. COVENANTS NOT TO SUE

14. By The United States - Except as specifically provided in paragraphs 16-20 below, upon receipt from a Settling Defendant of the payments required by Paragraphs 5.a. and 5.b. above, the United States covenants not to sue or take

administrative action against the Settling Defendant under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606, 9607, and/or under Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, to compel response actions at the Site or for recovery of: (1) past Response Costs incurred by the United States at the Site; (2) future Response Costs to be incurred by the United States at the Site, including the Commonwealth of Pennsylvania's 10 percent share of those future Response Costs, or (3) penalties or damages for noncompliance with EPA Administrative Order Docket No. III-93-43 DC issued pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606. This covenant not to sue extends only to the Settling Defendants and does not extend to any other person. This covenant not to sue shall take effect for each Settling Defendant at such time as the United States receives all payments, including Interest, required by this Consent Decree from that Settling Defendant. For purposes of the preceding sentence, "all payments" does not include any additional payments of future Response Costs which may be required pursuant to Paragraph 5.c. In the event that any additional payments are required pursuant to Paragraph 5.c. but are not paid by any Settling Defendant pursuant to the terms of this Consent Decree, then the covenant not to sue provided in this Paragraph shall no longer apply as to that Settling Defendant.

15. In order to effectuate the intent and purpose of

the covenant in Paragraph 14 with respect to the Commonwealth's obligation to fund 10 percent of EPA's Site Response Costs under its Superfund State Contract with EPA, EPA agrees not to seek reimbursement from the Commonwealth for 10 percent of the future Response Costs paid pursuant to this Consent Decree and 10 percent of the premium dollars paid pursuant to this Consent Decree by the Settling Defendants.

16. Nothing in this Consent Decree constitutes a covenant not to sue or take action or otherwise limits the ability of the United States to seek or obtain further relief from any Settling Defendant and the covenant not to sue in paragraph 14 of this Consent Decree is null and void for any Settling Defendant if (1) the Settling Defendant's total unweighted volume of hazardous substances contributed to the Site exceeds the amount shown on Appendix B, (2) the Settling Defendant's total weighted volume of hazardous substances exceeds one per cent when applying the same allocation formulae and same denominators as were applied by the TLI allocation as of the date of signature of this Consent Decree by the Settling Defendant, (3) the hazardous substances contributed to the Site by the Settling Defendant are of such greater toxicity in relation to other hazardous substances at the Site that the Settling Defendant no longer qualifies as a de minimis party; or (4) the Settling Defendant's certification pursuant to Section VII above is false or materially inaccurate.

IX. RESERVATION OF RIGHTS

17. General Reservation. The covenant not to sue set forth in paragraph 14 above does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including, but not limited to, the response and enforcement authority of the United States to initiate appropriate action, either judicial or administrative, under Sections 104, 106 and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606 and 9607 or any other provision of law, against the Settling Defendants, except as provided in paragraph 14 above.

18. Specific Reservations. The covenant not to sue in paragraph 14 above, does not apply, inter alia, to the following:

a. claims based upon any failure to meet the requirements of this Consent Decree;

b. claims based upon criminal liability;

c. claims arising from the past, present, or future disposal of hazardous substances outside the Site, and releases, or threats of releases, of hazardous substances that are not at or from the Site; and,

d. claims for damages for injury to, destruction of, or loss of natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6), including but not limited to the costs of assessing such injury, destruction, or loss.

19. Except as otherwise specified in paragraph 14 above, nothing in this Consent Decree is intended as a covenant not to sue or a release from liability for any person or entity not a signatory to this Consent Decree.

20. The United States expressly reserves all claims, demands, and causes of action, either judicial or administrative, past or future, in law or equity, against any person or entity not a party to this Consent Decree for any matter arising at the Site.

21. Defendants' Agreement Concerning Contractor Response Costs ("Agreement," attached hereto as Exhibit A) is attached for informational purposes only, is not incorporated into this Consent Decree, is an agreement between and among only the Settling Defendants, and in no way limits the obligations of the Settling Defendants to the United States. No terms or conditions of the Agreement shall be binding upon the United States.

X. COVENANTS NOT TO SUE BY SETTLING DEFENDANTS

22. Each Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States, including any department, agency, or instrumentality of the United States, with respect to the Site, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), through

Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of law; any direct or indirect claim related to Response Costs under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or any other provision of law; or any claims arising out of the response activities at the Site. Notwithstanding the foregoing, this covenant not to sue shall not include, and Settling Defendants specifically reserve, any cost recovery or contribution claims against the United States as a potentially responsible party under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, for Response Costs incurred by the Settling Defendants (other than those Response Costs reimbursed by Settling Defendants pursuant to this Consent Decree), and any claims or defenses whatsoever, related to or arising from claims for natural resource damages.

23. In consideration of the Commonwealth of Pennsylvania's covenant not to sue set forth in Appendix G hereto, each Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the Commonwealth of Pennsylvania, including any department, agency, or instrumentality thereof, with respect to the Site, including, but not limited to, any direct or indirect claim related to Response Costs under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or under the Pennsylvania Hazardous Site Clean-up Act, 35 P.S. § 6020.101 et seq., or any other provision of law;

or any claims arising out of the response activities at the Site. Notwithstanding the foregoing, this covenant not to sue shall not include, and the Settling Defendants specifically reserve, any cost recovery or contribution claims against the Commonwealth of Pennsylvania as a potentially responsible party under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, and/or under the Pennsylvania Hazardous Site Clean-up Act, 35 P.S. §§ 6020.101 et seq., for Response Costs incurred by Settling Defendants (other than those Response Costs reimbursed by Settling Defendants pursuant to this Consent Decree), and any claims or defenses whatsoever, related to or arising from the Commonwealth of Pennsylvania's claims for past response costs, certain future response costs and natural resource damages which are not covered by the Commonwealth of Pennsylvania's covenant not to sue set forth in Appendix G hereto.

24. Nothing in this Section shall affect the right of any Settling Defendant to assert any defense available to such Settling Defendant in law or equity to a claim by the United States made pursuant to paragraphs 16-20 above.

25. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

26. Each Settling Defendant hereby covenants not to sue and agrees not to assert any claims, other than contractual

claims, against any other Settling Defendant or against any person not a party to this Consent Decree for any portion of the monies paid to the United States under this Consent Decree.

27. Each Settling Defendant hereby covenants not to sue and agrees not to assert any claims, other than contractual claims, against any other Settling Defendant for any portion of the monies paid to persons other than the United States under this Consent Decree.

28. Upon entry of this Consent Decree, any claim in this action related to the Site brought under CERCLA by any Settling Defendant against any other Settling Defendant is hereby deemed dismissed with prejudice.

29. Within thirty (30) days after entry of this Consent Decree, Settling Defendants shall dismiss with prejudice any counterclaims relating to the Site asserted against the United States and any instrumentalities thereof (except those claims specifically reserved pursuant to paragraph 22 above), and Settling Defendants also waive any counterclaims they could have pleaded with regard to the Site, including but not limited to claims relating to EPA, (except those claims specifically reserved pursuant to Paragraphs 22 and 23 above).

XI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

30. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree.

31. With regard to claims for contribution against the Settling Defendants for Matters Addressed in this settlement, and subject to the reservations of rights set forth above, the Parties hereto agree that upon receipt by the United States and Citibank, FSB of the payments from each Settling Defendant required by this Consent Decree and by the Agreement Concerning Contractor Response Costs, such Settling Defendant will have resolved its liability to the United States and to other Settling Defendants and thereby shall be entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5). "Matters Addressed" in this settlement, for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), shall mean liability for all response actions taken and to be taken by any person at the Site and all Response Costs, as defined in Paragraph 4 herein, incurred and to be incurred at or relating to the Site. In the event that any additional payments are required pursuant to Paragraph 5.c. above, but are not paid by any Settling Defendant pursuant to the terms of this Consent Decree, the contribution protection provided by this Paragraph shall no longer apply as to that Settling Defendant.

32. This court shall retain jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the purpose of enforcing the terms of this Consent Decree.

XII. NOTICES AND SUBMISSIONS

33. Whenever, under the terms of this Consent Decree, written notice is required to be given or a document is required to be sent by one of the Settling Defendants to the United States it shall be directed to the addresses specified below, unless otherwise notified.

United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Reference DOJ # 90-11-2-303

Patricia Miller(3RC22)
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency - Region III
841 Chestnut Building
Philadelphia, PA 19107

Settling Defendants:

[Addresses as indicated on
signature pages attached]

XIII. RETENTION OF RECORDS

34. Until at least six (6) years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at

the Site, regardless of any policy, regulation, or law to the contrary.

35. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least ninety (90) days prior to the destruction of any such records or documents, and upon request by the United States, Settling Defendants shall deliver any such records or documents to the United States or EPA.

XIV. LODGING AND ENTRY

36. This Consent Decree shall be lodged with the Court for a period of at least thirty (30) days for public notice and comment pursuant to 42 U.S.C. §§ 6973(d) and 9622(i)(1). The public shall also be afforded an opportunity for a meeting in the affected area prior to final entry of the Consent Decree pursuant to 42 U.S.C. § 6973(d).

37. Upon receipt and consideration of any comments submitted pursuant to the public notice and meeting provided in paragraph 36 above, the United States reserves the right to withdraw or withhold its consent to this Consent Decree if... comments received disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate or otherwise not in the public interest.

38. The United States may dismiss without prejudice all or part of the complaints against any or all of the Settling Defendants if the Court elects not to enter this Consent Decree.

XV. WAIVER OF SERVICE

39. Solely for the purposes of entering into and enforcing this Consent Decree, the Settling Defendants hereby waive service of the summons, complaints, and Consent Decree in this action and also waive service of any notices of lodging and motions to enter or enforce this Consent Decree, except that service shall be made by U.S. mail with postage pre-paid upon the representatives of the Settling Defendants identified on each signature page attached hereto.

XVI. EFFECTIVE DATE

40. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment. This Consent Decree shall be executed in multiple counterparts. Each counterpart shall be deemed to be an original, but all counterparts shall constitute one and the same instrument.

SO ORDERED THIS 17th DAY OF July, 1999.

Robert F. Kelly
ROBERT F. KELLY
United States District Judge
Eastern District of Pennsylvania

APPENDIX A1
Settling Defendants Electing the
Settlement Option Set Forth in
Paragraph 5.b.(i) of the Consent Decree

Company Name

A.P. GREEN INDUSTRIES, INC.
ACE DISPOSAL
AMTRAK (NAT'L RAILROAD PASSENGER CORP.)
BAKER EQUIPMENT ENG CO. (DIV OF JGB IND)
BERGEY'S INC.
C.F. HECKMAN AND SON (THOMAS P. HECKMAN)
CAMPBELL SOUP COMPANY
CERRO METAL PRODUCTS
CRESSONA ALUMINUM CO. (ALUMAX EXTRUSIONS)
DAMES CHEVROLET, INC.
DIVERSIFIED PRINTING (PARADE PUB.)
DORMA DOOR CONTROLS INC./READING DOOR
EDGCOMB STEEL CO.
GENERAL BATTERY CORP. (EXIDE CORP.)
GENERAL DYNAMICS LAND SYSTEMS, INC.
HEYCO METALS
HOLDEN AND MUNDY CHRYSLER
HUMBLE OIL & REFINING CO. (EXXON)
JANNEY CYLINDER CO
JERSEY CENTRAL POWER & LIGHT CO.
LASALLE STEELE
MIDLAND ROSS CORPORATION (ADVENTEK)
MOORE BUSINESS FORMS
NEW CASTLE COUNTY AIRPORT
NEWS AMERICA PUBL'NG./TRIANGLE PUB. INC.
PACO ASPHALT CO.
PEPSI COLA
PERDUE COMPANY
PHILADELPHIA GAS WORKS
PIONEER OIL CO.
ROBERT HAWTHORNE, INC.
SEQUA
TEXACO REFINING
THOMAS & BETTS CORP
UNITED AIRLINES
WINDSOR SERVICE, INC.
YARWAY CORPORATION

APPENDIX A2
Settling Defendants Electing the
Settlement Option Set Forth in
Paragraph 5.b.(ii) of the Consent Decree

Company Name

A.C. & T. COMPANY INC.
AIR PRODUCTS & CHEMICAL
AIRCO, INC.
ALUMINUM SHAPES
AMERICAN CAN CO. (PRIMERICA)
AMERICAN MACHINE AND FOUNDRY CORP.
AMERICAN MINERAL SPIRITS COMPANY
AMERICAN RECOVERY
ASPLUNDH
ATLANTIC AVIATION
ATLANTIC RICHFIELD COMPANY
B.C.A.
BELL TELEPHONE OF PA
BESSEMER AND LAKE ERIE RAILROAD
BETHLEHEM STEEL
BOSCOV'S DEPARTMENT STORES, INC.
BOULEVARD FORD
BROOKS INSTRUMT/DIV EMERSON ELEC
BRUSH-WELLMAN, INC.
BURTON CHEVROLET-MILFORD,DE
CAPITOL PRODUCTS CORP.
CAS PACK CORPORATION
CATERPILLAR CO., INC.
CHRYSLER CORP.
CITY OF PHILADELPHIA
CITY OF WILMINGTON
CONCORD CHEMICAL
CONGOLEUM CORPORATION
COOPER INDUSTRIES (WAGNER'S)
CRC CHEMICALS/BERWIND CORP.
DANA EASTERN FRAME/C & M SPRING
DELAWARE OLDSMOBILE
DELAWARE, STATE OF
DELMARVA POWER AND LIGHT CO. (CONECTIV)
DIAMOND STATE TELEPHONE
DIVER CHEVROLET

APPENDIX A2
Settling Defendants Electing the
Settlement Option Set Forth in
Paragraph 5.b.(ii) of the Consent Decree

Company Name

DOLE FOODS CORP.
EI DUPONT DE NEMOURS AND COMPANY, INC.
FIRESTONE TIRE
GENERAL ELECTRIC CO.
HAMMOND CADILLAC
HANDY AND HARMAN TUBE CO.
HARSCO CORP.
HERSHEY FOODS
HERTZ CORP.
INDUSTRIAL WASTE REMOVAL, INC.
INTERNATIONAL HARVESTER TRUCK (NAVISTAR)
KENT COUNTY MOTORS
KLEIN'S BUS SERVICE
LEEDS AND NORTHRUP CO.
LESHER MACK
LUDWICK MOTORS
LUKENS STEEL
MACK TRUCKS
MARYLAND STATE HWY (DEP'T OF TRANSPORT.)
MATTHEWS MOTORS
MAYER POLLACK STEEL CORPORATION
METAL BANK OF AMERICA (UCO-MBA INC.)
METROPOLITAN EDISON COMPANY
MIDSTATE TRADING CO.
MILFORD, CITY OF
MILLER, MARVIN
MILTON HERSHEY SCHOOL
MOBIL OIL
MONSEY PRODUCTS
MORGAN TRAILER & MANUFACTURING CO.
MRS. SMITH PIE CO. (THE EGGO CO.)
NATIONAL ROLLING MILLS CO. (WORTHINGTON)
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.
NL INDUSTRIES, INC.
NORTH AMERICAN ROCKWELL (ROCKWELL INTL)
OWENS ILLINOIS (LILY DIVISION)

APPENDIX A2
Settling Defendants Electing the
Settlement Option Set Forth in
Paragraph 5.b.(ii) of the Consent Decree

Company Name

PENNSYLVANIA POWER & LIGHT
PENSKE TRUCK LEASING
PFROMMERS TRUCKING (JOHN PFROMMER, INC.)
PHILADELPHIA GEAR
PHILADLEPHIA ELECTRIC CO.
READING MACK TRUCKS
RED HILL FORD
RH SHEPARD CO.
RICHARDSON MINTS (BEATRICE CO. SUBS.)
ROAD MACHINERY (ROGERS JACKSON)
ROADWAY TRUCKING
ROLLIN'S LEASING
ROTHWELL'S GARAGE
SEAFORD, CITY OF, POWER PLANT
SEARS ROEBUCK
SIMON WRECKING CO.
STANLEY G. FLAGG & CO., INC. (AMCAST)
SWARTZ MOTOR COMPANY
TAUDER FORD, INC.
TECHALLOY CO., INC.
TEXTILE CHEMICAL (R.W. EAKEN)
THE BUDD CO.
THE DOW CHEMICAL COMPANY
TOWNSEND CHEVROLET
TRI-GAS COMPANY
TRW, INC.
UNGER CHEVROLET
UNIFORM TUBES, INC.
UNION RR CO. OF BALTIMORE
UNITED PARCEL SERVICE
UNIVERSITY OF DELAWARE
WASHINGTON POST
WESTINGHOUSE ELECTRIC CORPORATION
WILLIS CHEVROLET
YELLOW FREIGHT SYSTEMS, INC.

1 = scenario 1
 2 = scenario 2
 — = did not
 settle

Appendix B
 DeMinimis Parties' Shares of EPA Past and Future Response Costs, with Premium

PRP Name	% Share ^a Past Costs	EPA Past Response Costs ^a	% Share ^{aa} Future Costs	Scenario 1 \$53 Million Cost Basis with 100% Premium			Scenario 2 \$18 Million Cost Basis with 150% Premium		
				Future Response Costs ^a	Future Costs 100% Premium	Total Past Costs and Future Costs with Premium	Future Response Costs ^a	Future Costs 150% Premium	Total Past Costs and Future Costs with Premium
Z A.C. & T. COMPANY INC. •	0.12792	\$26,863.20	0.14153	\$75,010.90	\$75,010.90	\$176,885.00	\$25,175.40	\$38,213.10	\$90,551.70
/ A.P. GREEN INDUSTRIES, INC. •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
/ ACE DISPOSAL •	(2)	\$0.00	(2)	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
Z AIR PRODUCTS & CHEMICAL •	0.08978	\$19,853.80 +	0.07621	\$42,391.30 ++	\$42,391.30 ++	\$104,636.40	\$15,717.80 ++	\$22,576.70 ++	\$58,148.30
/ AIRCO, INC. • (P. 20, 21, 22)	0.02944	\$6,182.40	0.03084	\$16,345.20	\$16,345.20	\$38,872.80	\$5,551.20	\$8,326.80	\$20,060.40
— ALCOA (ALUMINUM CO. OF AMERICA)	0.20643	\$43,350.30	0.14347	\$76,039.10	\$76,039.10	\$195,428.50	\$25,824.60	\$38,736.90	\$107,911.80
— ALLIED CHEMICAL/SIGNAL	0.57505	\$120,760.50	0.41211	\$218,418.30	\$218,418.30	\$557,597.10	\$74,179.80	\$111,269.70	\$306,210.00
/ ALUMINUM SHAPES •	0.15301	\$32,132.10	0.0783	\$41,499.00	\$41,499.00	\$115,130.10	\$14,094.00	\$21,141.00	\$67,367.10
/ AMERICAN CAN CO. (PRIMERICA)	0.0366	\$7,686.00	0.03366	\$17,839.80	\$17,839.80	\$43,365.60	\$6,058.80	\$9,088.20	\$22,833.00
Z AMERICAN MACHINE AND FOUNDRY CORP. •	0.01956	\$4,107.60	0.02164	\$11,469.20	\$11,469.20	\$27,046.00	\$3,855.20	\$5,842.80	\$13,845.60
/ AMERICAN MINERAL SPIRITS COMPANY •	0.0178	\$3,738.00	0.01969	\$10,435.70	\$10,435.70	\$24,609.40	\$3,544.20	\$5,316.30	\$12,598.50
/ AMERICAN RECOVERY •	0.06709	\$14,088.90	0.03433	\$18,194.90	\$18,194.90	\$50,478.70	\$6,173.40	\$9,269.10	\$29,537.40
— AMETEK, INC.	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
/ AMTRAK (NAT'L RAILROAD PASSENGER CORP.)	0.05515	\$12,581.50 +	0.02822	\$16,956.60 ++	\$16,956.60 ++	\$46,494.70	\$7,079.60 ++	\$9,619.40 ++	\$29,280.50
/ ASPLUNDH •	0.01058	\$2,221.80	0.00541	\$2,867.30	\$2,867.30	\$7,956.40	\$975.80	\$1,460.70	\$4,656.30
Z ATLANTIC AVIATION •	0.21946	\$46,086.60	0.15803	\$83,755.90	\$83,755.90	\$213,598.40	\$28,445.40	\$42,668.10	\$117,200.10
/ ATLANTIC RICHFIELD CO. •	0.00817	\$1,715.70	0.00367	\$1,945.10	\$1,945.10	\$5,605.90	\$660.60	\$990.90	\$3,367.20
Z B.C.A. •	0.02511	\$5,273.10	0.02778	\$14,723.40	\$14,723.40	\$34,719.90	\$5,000.40	\$7,500.60	\$17,774.10
/ BAKER EQUIPMENT ENG CO. (DIV OF JGB IND) •	0.06846	\$14,376.60	0.02312	\$12,253.60	\$12,253.60	\$38,883.80	\$4,161.60	\$6,242.40	\$24,780.60
— BART'S SUNOCO	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
Z BELL TELEPHONE OF PA •	0.54833	\$116,149.30 +	0.46631	\$249,144.30 ++	\$249,144.30 ++	\$614,437.90	\$85,935.30 ++	\$127,903.70 ++	\$329,988.80
/ BERGEY'S INC. •	0.01355	\$2,845.50	0.00418	\$2,215.40	\$2,215.40	\$7,276.30	\$752.40	\$1,128.60	\$4,726.50
Z BESSEMER AND LAKE ERIE RAILROAD •	0.07859	\$16,503.90	0.05976	\$31,672.80	\$31,672.80	\$79,849.50	\$10,756.80	\$16,135.20	\$43,395.90
/ BETHLEHEM STEEL •	0.26333	\$56,299.30 +	0.14087	\$76,661.10 ++	\$76,661.10 ++	\$209,621.50	\$27,356.60 ++	\$40,034.90 ++	\$123,690.80
/ BOSCOV'S DEPARTMENT STORES, INC. •	0.03741	\$7,856.10	0.04139	\$21,936.70	\$21,936.70	\$51,729.50	\$7,450.20	\$11,175.30	\$26,481.60
/ BOULEVARD FORD •	0.0111	\$2,331.00	0.01339	\$7,096.70	\$7,096.70	\$16,524.40	\$2,410.20	\$3,615.30	\$8,356.50
Z BROOKS INSTRUMT/DIV EMERSON ELEC •	0.04052	\$8,509.20	0.02934	\$15,550.20	\$15,550.20	\$39,609.60	\$5,281.20	\$7,921.80	\$21,712.20
— BROWN-BOVERI (ABB POWER T & D CO.)	0.01749	\$3,672.90	0.01935	\$10,255.50	\$10,255.50	\$24,183.90	\$3,483.00	\$5,224.50	\$12,380.40
/ BRUSH-WELLMAN, INC. •	0.03264	\$6,854.40	0.0167	\$8,851.00	\$8,851.00	\$24,556.40	\$3,006.00	\$4,509.00	\$14,369.40

PRP Name	Scenario 1 \$53 Million Cost Basis with 100% Premium						Scenario 2 \$18 Million Cost Basis with 150% Premium		
	% Share ^a Past Costs	EPA Past Response Costs*	% Share ^{aa} Future Costs	Future Response Costs*	Future Costs 100% Premium	Total Past Costs and Future Costs with Premium	Future Response Costs*	Future Costs 150% Premium	Total Past Costs and Future Costs with Premium
— BUMBLE BEE TUNA	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
✓ BURTON CHEVROLET-MILFORD, DE •	0.017	\$3,570.00	0.01881	\$9,969.30	\$9,969.30	\$23,508.60	\$3,385.80	\$5,078.70	\$12,034.50
✓ C.F. HECKMAN AND SON (THOMAS P. HECKMAN) •	0.00861	\$1,808.10	0.00267	\$1,415.10	\$1,415.10	\$4,638.30	\$410.60	\$720.90	\$3,009.60
① CAMPBELL SOUP COMPANY •	0.00039	\$81.90	0.00043	\$227.90	\$227.90	\$537.70	\$77.40	\$116.10	\$275.40
✓ CAPITOL PRODUCTS CORP.	0.03677	\$7,721.70	0.02905	\$15,396.50	\$15,396.50	\$38,514.70	\$5,219.00	\$7,843.50	\$20,794.20
✓ CAS PACK CORPORATION •	0.00344	\$722.40	0.00176	\$932.80	\$932.80	\$2,588.00	\$316.80	\$475.20	\$1,514.40
✓ CATERPILLAR CO., INC. •	0.13905	\$29,200.50	0.17186	\$91,085.80	\$91,085.80	\$211,372.10	\$30,934.80	\$46,402.20	\$106,537.50
— CENTRAL RAILROAD OF NJ/TRIANGLE	0.33858	\$71,101.80	0.36205	\$191,886.50	\$191,886.50	\$454,874.80	\$65,169.00	\$97,753.50	\$234,024.30
✓ CERRO METAL PRODUCTS •	0.03532	\$7,417.20	0.00244	\$1,293.20	\$1,293.20	\$10,003.60	\$439.20	\$658.80	\$8,515.20
✓ CHRYSLER CORP. •	0.09394	\$19,727.40	0.07052	\$37,375.60	\$37,375.60	\$94,478.60	\$12,693.60	\$19,040.40	\$51,461.40
✓ CITY OF PHILADELPHIA •	0.41143	\$87,400.30 +	0.38529	\$206,203.70 ++	\$206,203.70 ++	\$499,807.70	\$71,352.20 ++	\$106,028.30 ++	\$264,780.80
✓ CITY OF WILMINGTON •	0.04673	\$9,813.30	0.05171	\$27,406.30	\$27,406.30	\$64,625.90	\$9,307.80	\$13,961.70	\$33,082.80
✓ CONCORD CHEMICAL •	0.01213	\$2,547.30	0.01342	\$7,112.60	\$7,112.60	\$16,772.50	\$2,415.60	\$3,623.40	\$8,586.30
✓ CONGOLEUM CORPORATION •	0.73325	\$153,982.50	0.81129	\$429,983.70	\$429,983.70	\$1,013,949.90	\$146,032.20	\$219,048.30	\$519,063.00
— CONSOLIDATED-FREIGHTWAY	0.87539	\$183,831.90	0.7499	\$394,447.00	\$397,447.00	\$975,725.90	\$134,942.00	\$202,473.00	\$521,286.90
✓ COOPER INDUSTRIES (WAGNER'S) •	0.12978	\$27,253.80	0.11963	\$63,403.90	\$63,403.90	\$154,061.60	\$21,533.40	\$32,300.10	\$81,087.30
✓ CRC CHEMICALS/BERWIND CORP. •	0.03702	\$7,774.20	0.03835	\$20,325.50	\$20,325.50	\$48,425.20	\$5,903.00	\$10,354.50	\$25,031.70
✓ CRESSONA ALUMINUM CO. • (ALUMAX)	0.01556	\$3,267.60	0.0097	\$5,141.00	\$5,141.00	\$13,549.60	\$1,746.00	\$2,619.00	\$7,632.60
✓ DAMES CHEVROLET, INC.	0.02406	\$5,052.60	0.00166	\$879.80	\$879.80	\$6,812.20	\$298.80	\$448.20	\$5,799.60
✓ DANA EASTERN FRAME/C & M SPRING •	0.70766	\$148,608.60	0.61544	\$326,183.20	\$326,183.20	\$800,975.00	\$110,779.20	\$166,168.80	\$425,556.60
— DELAWARE CADILLAC	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
✓ DELAWARE OLDSMOBILE •	0.0701	\$14,721.00	0.07465	\$39,564.50	\$39,564.50	\$93,850.00	\$13,417.00	\$20,155.50	\$48,313.50
② DELAWARE, STATE OF	0.4062	\$89,302.00 +	0.38235	\$210,645.50 ++	\$210,645.50 ++	\$510,593.00	\$72,823.00 ++	\$107,234.50 ++	\$269,359.50
✓ DELMARVA POWER AND LIGHT CO. •	0.08275	\$17,377.50	0.08898	\$47,159.40	\$47,159.40	\$111,696.30	\$16,016.40	\$24,024.60	\$57,418.50
✓ DIAMOND STATE TELEPHONE •	0.16946	\$35,586.60	0.15129	\$80,183.70	\$80,183.70	\$195,954.00	\$27,232.20	\$40,848.30	\$103,667.10
✓ DIVER CHEVROLET •	0.15095	\$31,699.50	0.11895	\$63,043.50	\$63,043.50	\$157,786.50	\$21,411.00	\$32,116.50	\$85,227.00
✓ DIVERSIFIED PRINTING (PARADE PUB •	0.11377	\$23,891.70	0.00	\$0.00	\$0.00	\$23,891.70	\$0.00	\$0.00	\$23,891.70
✓ DOLE FOODS CORP. •	0.04647	\$9,758.70	0.05228	\$27,708.40	\$27,708.40	\$65,175.50	\$9,410.40	\$14,115.60	\$33,284.70
✓ DORMA DOOR CONTROLS INC./READING DOOR •	0.06358	\$13,351.80	0.01035	\$5,485.50	\$5,485.50	\$24,322.80	\$1,863.00	\$2,794.50	\$18,009.30
✓ THE DOW CHEMICAL COMPANY •	0.02198	\$4,615.80	0.02432	\$12,889.60	\$12,889.60	\$30,395.00	\$4,317.60	\$6,566.40	\$15,559.80
— DRAPER-KING COLE TRUCK STOP	0.025	\$5,250.00	0.02662	\$14,108.60	\$14,108.60	\$33,467.20	\$4,791.60	\$7,187.40	\$17,229.00

PRP Name	Scenario 1 \$53 Million Cost Basis with 100% Premium						Scenario 2 \$18 Million Cost Basis with 150% Premium		
	% Share [#] Past Costs	EPA Past Response Costs*	% Share ^{##} Future Costs	Future Response Costs*	Future Costs 100% Premium	Total Past Costs and Future Costs with Premium	Future Response Costs*	Future Costs 150% Premium	Total Past Costs and Future Costs with Premium
/ EDGCOMB STEEL CO. •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
/ EI DUPONT DE NEMOURS AND COMPANY, INC. •	0.07813	\$16,407.30	0.07714	\$40,884.20	\$40,884.20	\$98,175.70	\$13,885.20	\$20,827.80	\$51,120.30
~ FARLEY METALS CORP. (FARLEY INC.)	0.02054	\$4,313.40	0.00642	\$3,402.60	\$3,402.60	\$11,118.60	\$1,155.60	\$1,733.40	\$7,202.40
/ FIRESTONE TIRE	0.14441	\$30,326.10	0.13559	\$71,862.70	\$71,862.70	\$174,051.50	\$24,406.20	\$36,609.30	\$91,341.60
/ GENERAL BATTERY CORP. (EXIDE CORP.) •	0.01324	\$2,780.40	0.00677	\$3,588.10	\$3,588.10	\$9,956.60	\$1,218.60	\$1,827.90	\$5,826.90
/ GENERAL DYNAMICS LAND SYSTEMS, INC.	0.02347	\$4,928.70	0.00162	\$858.60	\$858.60	\$6,645.90	\$291.60	\$437.40	\$5,657.70
/ GENERAL ELECTRIC CO. •	0.23773	\$50,923.30 +	0.26303	\$141,405.90 ++	\$141,405.90 ++	\$333,735.10	\$49,345.40 ++	\$73,018.10 ++	\$173,286.80
/ HAMMOND CADILLAC •	0.00765	\$1,606.50	0.01066	\$5,649.80	\$5,649.80	\$12,906.10	\$1,918.80	\$2,878.20	\$6,403.50
/ HANDY AND HARMAN TUBE CO. •	0.02614	\$5,489.40	0.02296	\$12,168.80	\$12,168.80	\$29,827.00	\$4,132.80	\$6,199.20	\$15,821.40
~ HANS AUTODROME, LTD.	0.06082	\$12,772.20	0.03443	\$18,247.90	\$18,247.90	\$49,268.00	\$6,197.40	\$9,296.10	\$28,265.70
/ HARSCO CORP. •	0.02347	\$4,928.70	0.02597	\$13,764.10	\$13,764.10	\$32,456.90	\$4,674.60	\$7,011.90	\$16,615.20
/ HERSHEY FOODS •	0.04033	\$9,469.30 +	0.05766	\$32,559.80 ++	\$32,559.80 ++	\$74,588.90	\$12,378.80 ++	\$17,568.20 ++	\$39,416.30
/ HERTZ CORP.	0.02021	\$4,244.10	0.02236	\$11,850.80	\$11,850.80	\$27,945.70	\$4,014.80	\$6,037.20	\$14,306.10
~ HETRICK PONTIAC	0.03505	\$7,360.50	0.03733	\$19,784.90	\$19,784.90	\$46,930.30	\$6,719.40	\$10,079.10	\$24,159.00
/ HEYCO METALS	0.00587	\$1,232.70	0.00041	\$217.30	\$217.30	\$1,667.30	\$73.80	\$110.70	\$1,417.20
/ HOLDEN AND MUNDY CHRYSLER •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
/ HUMBLE OIL & REFINING CO. (EXXON) •	0.01533	\$3,219.30	0.01696	\$8,988.80	\$8,988.80	\$21,196.90	\$3,051.80	\$4,579.20	\$10,851.30
/ INDUSTRIAL WASTE REMOVAL •	0.04225	\$9,872.50 +	0.02627	\$15,923.10 ++	\$15,923.10 ++	\$41,718.70	\$6,721.60 ++	\$9,092.90 ++	\$25,694.00
/ INTERNATIONAL HARVESTER TRUCK (NAVISTAR) •	0.19452	\$40,849.20	0.16304	\$86,411.20	\$86,411.20	\$213,671.60	\$29,347.20	\$44,020.80	\$114,217.20
/ JANNEY CYLINDER CO. •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
/ JERSEY CENTRAL POWER & LIGHT CO. •	0.13089	\$27,486.90	0.00905	\$4,796.50	\$4,796.50	\$37,079.90	\$1,629.00	\$2,443.50	\$31,559.40
/ KENT COUNTY MOTORS •	0.00085	\$178.50	0.00094	\$498.20	\$498.20	\$1,174.90	\$169.20	\$253.80	\$601.50
~ KEYSER MILLER FORD	0.11696	\$24,561.60	0.05109	\$27,077.70	\$27,077.70	\$78,717.00	\$9,196.20	\$13,794.30	\$47,552.10
/ KLEIN'S BUS SERVICE •	0.02412	\$5,065.20	0.00755	\$4,001.50	\$4,001.50	\$13,068.20	\$1,359.00	\$2,038.50	\$8,462.70
/ LASALLE STEELE •	0.01027	\$2,156.70	0.00071	\$376.30	\$376.30	\$2,909.30	\$127.80	\$191.70	\$2,476.20
/ LEEDS AND NORTHRUP CO. •	0.06717	\$14,105.70	0.05681	\$30,109.30	\$30,109.30	\$74,324.30	\$10,225.80	\$15,338.70	\$39,670.20
/ LESHER MACK •	0.08309	\$17,448.90	0.0899	\$47,647.00	\$47,647.00	\$112,742.90	\$16,182.00	\$24,273.00	\$57,903.90
/ LUDWICK MOTORS •	0.12029	\$25,260.90	0.08129	\$43,083.70	\$43,083.70	\$111,428.30	\$14,632.20	\$21,948.30	\$61,841.40
/ LUKENS STEEL •	0.34031	\$72,465.10 +	0.25747	\$138,459.10 ++	\$138,459.10 ++	\$349,383.30	\$48,344.60 ++	\$71,516.90 ++	\$192,326.60
/ MACK TRUCKS	0.07817	\$16,415.70	0.07374	\$39,082.20	\$39,082.20	\$94,580.10	\$13,273.20	\$19,909.80	\$49,598.70
/ MARYLAND STATE HWY (DEPT OF TRANSPORT.) •	0.34091	\$71,591.10	0.41024	\$217,427.20	\$217,427.20	\$506,445.50	\$73,843.20	\$110,764.80	\$256,199.10

PRP Name	Scenario 1 \$53 Million Cost Basis with 100% Premium						Scenario 2 \$18 Million Cost Basis with 150% Premium		
	% Share* Past Costs	EPA Past Response Costs*	% Share** Future Costs	Future Response Costs*	Future Costs 100% Premium	Total Past Costs and Future Costs with Premium	Future Response Costs*	Future Costs 150% Premium	Total Past Costs and Future Costs with Premium
MATTHEWS MOTORS •	0.0097	\$2,037.00	0.0117	\$6,201.00	\$6,201.00	\$14,439.00	\$2,106.00	\$3,159.00	\$7,302.00
MAYER POLLACK STEEL CORPORATION •	0.05819	\$12,219.90	0.02978	\$15,783.40	\$15,783.40	\$43,786.70	\$5,360.40	\$8,040.60	\$25,620.90
METAL BANK OF AMERICA (UCO-MBA INC.) •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
METROPOLITAN EDISON COMPANY •	0.15112	\$31,735.20	0.15759	\$83,522.70	\$83,522.70	\$198,780.60	\$28,366.20	\$42,549.30	\$102,650.70
MID STATE TRADING CO. •	0.08647	\$18,158.70	0.00598	\$3,169.40	\$3,169.40	\$24,497.50	\$1,076.40	\$1,614.60	\$20,849.70
MIDLAND ROSS CORPORATION (ADVENTEK) •	0.00086	\$180.60	0.00006	\$31.80	\$31.80	\$244.20	\$10.30	\$16.20	\$207.60
MILFORD, CITY OF	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
MILLER, MARVIN •	0.03094	\$6,497.40	0.01583	\$8,389.90	\$8,389.90	\$23,277.20	\$2,849.40	\$4,274.10	\$13,620.90
MILTON HERSHEY SCHOOL •	0.00352	\$739.20	0.0018	\$954.00	\$954.00	\$2,647.20	\$324.00	\$486.00	\$1,549.20
MILT'S AUTO REPAIR	0.03521	\$7,394.10	0.01101	\$5,835.30	\$5,835.30	\$19,064.70	\$1,981.10	\$2,972.70	\$12,348.60
MOBIL OIL •	0.02661	\$5,588.10	0.01362	\$7,218.60	\$7,218.60	\$20,025.30	\$2,451.60	\$3,677.40	\$11,717.10
MOHR'S ARCO SERVICE	0.09885	\$20,758.50	0.12799	\$67,834.70	\$67,834.70	\$156,427.90	\$23,038.20	\$34,557.30	\$78,354.00
MONSEY PRODUCTS •	0.73854	\$155,093.40	0.20254	\$107,346.20	\$107,346.20	\$369,785.80	\$36,457.20	\$54,685.80	\$246,236.40
MOORE BUSINESS FORMS (MOORE USA)	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
MORGAN TRAILER & MANUFACTURING CO. •	0.00516	\$1,083.60	0.00264	\$1,399.20	\$1,399.20	\$3,882.00	\$475.20	\$712.80	\$2,271.60
MRS. SMITH PIE CO. • (CISCO)	0.1837	\$38,577.00	0.1486	\$78,758.00	\$78,758.00	\$196,093.00	\$26,748.00	\$40,122.00	\$105,447.00
NATIONAL ROLLING MILLS CO. (WORTHINGTON) •	0.00904	\$1,898.40	0.01	\$5,300.00	\$5,300.00	\$12,498.40	\$1,800.00	\$2,700.00	\$6,398.40
NCR	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
NEW CASTLE COUNTY AIRPORT •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
NEW JERSEY TRANSIT RAIL OPERATIONS, INC. •	0.34665	\$72,796.50	0.02397	\$12,704.10	\$12,704.10	\$98,204.70	\$4,314.60	\$6,471.90	\$83,583.00
NEWS AMERICA PUBLISHING/TRIANGLE PUB. INC. •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
NL INDUSTRIES, INC. <i>Marous Walter</i>	0.00863	\$1,812.30	0.00441	\$2,337.30	\$2,337.30	\$6,486.90	\$793.80	\$1,190.70	\$3,796.80
NORTH AMERICAN ROCKWELL (ROCKWELL INT	0.0089	\$1,869.00	0.00985	\$5,220.50	\$5,220.50	\$12,310.00	\$1,773.00	\$2,659.50	\$6,301.50
OWENS ILLINOIS (LILY DIVISION) •	0.11499	\$24,147.90	0.01674	\$8,872.20	\$8,872.20	\$41,892.30	\$3,013.20	\$4,519.80	\$31,680.90
PACO ASPHALT CO. (PROSPECT ENTERPRISES)	0.00978	\$2,053.80	0.00298	\$1,579.40	\$1,579.40	\$5,212.60	\$536.40	\$804.60	\$3,394.80
PENNSYLVANIA POWER & LIGHT •	0.70193	\$147,405.30	0.65672	\$348,061.60	\$348,061.60	\$843,528.50	\$113,209.60	\$177,314.40	\$442,929.30
PENSKE TRUCK LEASING •	0.04874	\$10,235.40	0.04282	\$22,694.60	\$22,694.60	\$55,624.60	\$7,707.60	\$11,561.40	\$29,504.40
PEPSI COLA •	0.00804	\$2,688.40 +	0.0089	\$6,717.00 ++	\$6,717.00 ++	\$16,122.40	\$3,602.00 ++	\$4,403.00 ++	\$10,693.40
PERDUE COMPANY •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
PFROMMERS TRUCKING (JOHN PFROMMER, INC.) •	0.04068	\$8,542.80	0.02946	\$15,613.80	\$15,613.80	\$39,770.40	\$5,302.80	\$7,954.20	\$21,799.80
PHILADELPHIA GAS WORKS	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00

PRP Name	Scenario 1 \$53 Million Cost Basis with 100% Premium							Scenario 2 \$18 Million Cost Basis with 150% Premium		
	% Share [#] Past Costs	EPA Past Response Costs*	% Share ^{**} Future Costs	Future Response Costs*	Future Costs 100% Premium	Total Past Costs and Future Costs with Premium		Future Response Costs*	Future Costs 150% Premium	Total Past Costs and Future Costs with Premium
PHILADELPHIA GEAR •	0.21406	\$45,952.60 +	0.21781	\$117,439.30 ++	\$117,439.30 ++	\$280,831.20		\$41,205.80 ++	\$60,808.70 ++	\$147,967.10
PHILADELPHIA ELECTRIC CO. •	0.74708	\$157,886.80 +	0.78297	\$416,974.10 ++	\$416,974.10 ++	\$991,835.00		\$142,934.60 ++	\$213,401.90 ++	\$514,223.30
/ PIONEER OIL CO. •	0.02017	\$4,235.70	0.00139	\$736.70	\$736.70	\$5,709.10		\$250.20	\$375.30	\$4,861.20
- PITTSBURGH AND LAKE ERIE RAILROAD	0.2397	\$50,337.00	0.26521	\$140,561.30	\$140,561.30	\$331,459.60		\$47,737.80	\$71,606.70	\$169,681.50
- PLUMBER'S PRECISION (OPTICS)	0.52396	\$110,031.60	0.5694	\$301,782.00	\$301,782.00	\$713,595.60		\$102,492.00	\$153,738.00	\$366,261.60
- PRESTON TRUCKING COMPANY	0.15022	\$31,546.20	0.16916	\$89,654.80	\$89,654.80	\$210,855.80		\$30,448.80	\$45,673.20	\$107,668.20
- READING MACK TRUCKS •	0.05279	\$11,085.90	0.05881	\$31,169.30	\$31,169.30	\$73,424.50		\$10,585.80	\$15,878.70	\$37,550.40
- READING TRANSPORTATION	0.10363	\$21,762.30	0.14558	\$77,157.40	\$77,157.40	\$176,077.10		\$26,204.40	\$39,306.60	\$87,273.30
RED HILL FORD •	0.01388	\$2,914.81 +	0.02545	\$15,488.50 ++	\$15,488.50 ++	\$33,891.81		\$6,581.00 ++	\$8,871.50 ++	\$18,367.31
/ RH SHEPARD CO.	0.01874	\$3,935.40	0.0013	\$689.00	\$689.00	\$5,313.40		\$234.00	\$351.00	\$4,520.40
/ RICHARDSON MINTS (BEATRICE CO. SUBS.) •	0.01829	\$3,840.90	0.00824	\$4,367.20	\$4,367.20	\$12,575.30		\$1,483.00	\$2,224.80	\$7,548.90
/ ROAD MACHINERY (PITTSBURGH & LAKESIDE) •	0.08961	\$18,818.10	0.07826	\$41,477.80	\$41,477.80	\$101,773.70		\$14,086.80	\$21,130.20	\$54,035.10
- ROADWAY TRUCKING •	0.65318	\$137,167.80	0.405	\$214,650.00	\$214,650.00	\$566,467.80		\$72,900.00	\$109,350.00	\$319,417.80
/ ROBERT HAWTHORNE, INC. •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00		\$2,000.00	\$2,000.00	\$5,000.00
/ ROLLIN'S LEASING	0.01575	\$3,307.50	0.01592	\$8,437.60	\$8,437.60	\$20,182.70		\$2,865.00	\$4,298.40	\$10,471.50
/ ROTHWELL'S GARAGE	0.00335	\$703.50	0.00357	\$1,892.10	\$1,892.10	\$4,487.70		\$642.60	\$963.90	\$2,310.00
- RYDER TRUCK RENTAL, INC.	0.0665	\$13,965.00	0.07358	\$38,997.40	\$38,997.40	\$91,959.80		\$13,244.40	\$19,866.60	\$47,076.00
- SCHAFFER LINCOLN MERCURY	0.02736	\$5,745.60	0.033	\$17,490.00	\$17,490.00	\$40,725.60		\$5,940.00	\$8,910.00	\$20,595.60
- SCOTT PAPER	0.93651	\$196,667.10	0.65758	\$348,517.40	\$348,517.40	\$893,701.90		\$118,364.40	\$177,546.60	\$492,578.10
/ SEAFORD, CITY OF, POWER PLANT	0.02004	\$4,208.40	0.02135	\$11,315.50	\$11,315.50	\$26,839.40		\$3,843.00	\$5,764.50	\$13,815.90
/ SEARS ROEBUCK AND CO.	0.63832	\$137,047.20 +	0.61078	\$329,713.40 ++	\$329,713.40 ++	\$796,474.00		\$113,940.40 ++	\$168,910.60 ++	\$419,898.20
/ SEQUA •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00		\$2,000.00	\$2,000.00	\$5,000.00
- SHALLCROSS CHEVROLET	0.06079	\$12,765.90	0.06474	\$34,312.20	\$34,312.20	\$81,390.30		\$11,653.20	\$17,479.80	\$41,898.90
/ SIMON WRECKING CO. •	0.29965	\$62,926.50	0.15334	\$81,270.20	\$81,270.20	\$225,466.90		\$27,601.20	\$41,401.80	\$131,929.50
- SPEEDWAY OIL	0.1068	\$22,428.00	0.08226	\$43,597.80	\$43,597.80	\$109,623.60		\$14,806.80	\$22,210.20	\$59,445.00
- SPENCE FORD	0.37672	\$79,111.20	0.30493	\$161,612.90	\$161,612.90	\$402,337.00		\$54,887.40	\$82,331.10	\$216,329.70
/ STANLEY G. FLAGG & CO. •	0.13332	\$27,997.20	0.06822	\$36,156.60	\$36,156.60	\$100,310.40		\$12,279.60	\$18,419.40	\$58,696.20
- SUGG CHEVROLET	0.28459	\$59,763.90	0.30946	\$164,013.80	\$164,013.80	\$387,791.50		\$55,702.80	\$83,554.20	\$199,020.90
/ SWARTZ MOTOR COMPANY •	0.01284	\$2,696.40	0.01549	\$8,209.70	\$8,209.70	\$19,115.80		\$2,788.20	\$4,182.30	\$9,666.90
/ TAUDER FORD, INC. •	0.15119	\$31,749.90	0.09182	\$48,664.60	\$48,664.60	\$129,079.10		\$16,527.60	\$24,791.40	\$73,068.90
- TECHALLOY CO., INC. •	0.01636	\$4,435.60 +	0.00837	\$6,436.10 ++	\$6,436.10 ++	\$17,307.80		\$3,506.60 ++	\$4,259.90 ++	\$12,202.10

PRP Name	Scenario 1 \$53 Million Cost Basis with 100% Premium						Scenario 2 \$18 Million Cost Basis with 150% Premium		
	% Share [#] Past Costs	EPA Past Response Costs*	% Share ^{##} Future Costs	Future Response Costs*	Future Costs 100% Premium	Total Past Costs and Future Costs with Premium	Future Response Costs*	Future Costs 150% Premium	Total Past Costs and Future Costs with Premium
/ TEXACO REFINING •	VND	\$1,000.00	VND	\$2,000.00	\$2,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00
2 TEXTILE CHEMICAL (R. W. EAKEN) •	0.01224	\$2,570.40	0.01116	\$5,914.80	\$5,914.80	\$14,400.00	\$2,008.80	\$3,013.20	\$7,592.40
2 THE BUDD CO. •	0.20009	\$42,018.90	0.12193	\$64,622.90	\$64,622.90	\$171,264.70	\$21,947.40	\$32,921.10	\$96,887.40
/ THOMAS & BETTS CORP	0.01123	\$2,358.30	0.00789	\$4,181.70	\$4,181.70	\$10,721.70	\$1,420.20	\$2,130.30	\$5,908.80
- TOWN MOTORS OF EXTON, INC.	0.04577	\$9,611.70	0.04542	\$24,072.60	\$24,072.60	\$57,756.90	\$8,175.60	\$12,263.40	\$30,050.70
2 TOWNSEND CHEVROLET •	0.02554	\$5,363.40	0.0308	\$16,324.00	\$16,324.00	\$38,011.40	\$5,544.00	\$8,316.00	\$19,223.40
1 TRI-GAS COMPANY •	0.010002	\$2,104.20	0.01067	\$5,655.10	\$5,655.10	\$13,414.40	\$1,920.60	\$2,880.90	\$6,905.70
2 TRW, INC. •	0.17466	\$37,678.60 +	0.03593	\$21,042.90 ++	\$21,042.90 ++	\$79,764.40	\$8,467.40 ++	\$11,701.10 ++	\$57,847.10
2 UNGER CHEVROLET •	0.15843	\$33,270.30	0.09761	\$51,733.30	\$51,733.30	\$136,736.90	\$17,569.80	\$26,354.70	\$77,194.80
2 UNIFORM TUBES, INC. •	0.02887	\$6,062.70	0.03194	\$16,928.20	\$16,928.20	\$39,919.10	\$5,749.20	\$8,623.80	\$20,435.70
2 UNION RR CO. OF BALTIMORE •	0.03798	\$7,975.80	0.04203	\$22,275.90	\$22,275.90	\$52,527.60	\$7,565.40	\$11,348.10	\$26,889.30
/ UNITED AIRLINES	0.2474	\$51,954.00	0.27373	\$145,076.90	\$145,076.90	\$342,107.80	\$49,271.40	\$73,907.10	\$175,132.50
2 UNITED PARCEL SERVICE •	0.09417	\$21,775.70 +	0.08524	\$49,177.20 ++	\$49,177.20 ++	\$120,130.10	\$19,343.20 ++	\$27,014.80 ++	\$68,133.70
2 UNIVERSITY OF DELAWARE •	0.05985	\$13,568.50 +	0.05081	\$28,929.30 ++	\$28,929.30 ++	\$71,427.10	\$11,145.10 ++	\$15,718.70 ++	\$40,433.00
2 WASHINGTON POST •	0.18744	\$39,362.40	0.20739	\$109,916.70	\$109,916.70	\$259,195.80	\$37,330.20	\$55,995.30	\$132,687.90
- WERNER BUS LINES	0.06435	\$13,513.50	0.0677	\$35,881.00	\$35,881.00	\$85,275.50	\$12,186.00	\$18,279.00	\$43,978.50
2 WESTINGHOUSE ELECTRIC CORPORATION •	0.21386	\$45,910.60 +	0.11386	\$62,345.80 ++	\$62,345.80 ++	\$170,602.20	\$22,494.00 ++	\$32,742.20 ++	\$101,147.60
2 WILLIS CHEVROLET •	0.04353	\$9,141.30	0.0525	\$27,825.00	\$27,825.00	\$64,791.30	\$9,450.00	\$32,742.20	\$51,333.50
/ WINDSOR SERVICE, INC. •	0.01014	\$2,129.40	0.0007	\$371.00	\$371.00	\$2,871.40	\$126.00	\$189.00	\$2,444.40
/ YARWAY CORPORATION •	0.01197	\$2,513.70	0.01027	\$5,443.10	\$5,443.10	\$13,399.90	\$1,848.10	\$2,772.90	\$7,135.20
YELLOW FREIGHT SYSTEMS, INC. •	0.18149	\$38,112.90	0.25946	\$137,513.80	\$137,513.80	\$313,140.50	\$46,702.80	\$70,054.20	\$154,869.90
- YESKA, HENRY/HENRY YESKA & SONS	0.23058	\$48,421.80	0.118	\$62,540.00	\$62,540.00	\$173,501.80	\$21,240.00	\$31,860.00	\$101,521.80
	20.230302	\$4,291,367.21	16.43804	\$8,797,161.20	\$8,800,161.20	\$21,888,689.61	\$3,040,847.20	\$4,538,838.00	\$11,871,052.41

[#]This represents each settling defendant's total unweighted volumetric share.

^{##}This represents each settling defendant's total weighted volumetric share.

*EPA Past Costs are \$21,000,000, under Scenario 1 Future Response Costs are \$53,000,000 and under Scenario 2 Future Response Costs are \$18,000,000.

VND= Volume Not Determined

(2) All of this Hauler's or Broker's volume has been attributed to its generators.

+Includes \$1,000 of \$5,000 VND minimum payment component.

++Includes \$2,000 of \$5,000 VND minimum payment component.

Appendix F1

I. Amounts to be Paid to Technical Consultants

Technical Consultant	Amount Still Owed
Barr Engineering	\$104.98
TRC	\$0.00
Total	\$104.98

II. Amounts to be Reimbursed to Settling Defendants and Other Parties Executing the Agreement Concerning Contractor Response Costs for Overpayments Made Toward Technical Consultants Costs

PRP Name	Reimbursement Amount
A.P. GREEN INDUSTRIES, INC. (APGRE)	\$850.00
AMERICAN CAN CO. (PRIMERICA)	\$9,302.74
AMERICAN MACHINE AND FOUNDRY CORP.	\$262.39
AMERICAN MINERAL SPIRITS COMPANY	\$315.14
AMETEK, INC. (AMETE)	\$20,805.83
AMTRAK (NAT'L RAILROAD PASSENGER	\$13,159.52
ASPLUNDH (ASPLU)	\$532.02
B.C.A. (BCA)	\$95.68
BAKER EQUIPMENT ENG CO. (DIV OF JGB	\$19,587.75
BETHLEHEM STEEL (BETST)	\$20,718.98
CATERPILLAR CO., INC. (CATTR)	\$12,466.50
CERRO METAL PRODUCTS (CEMEP)	\$9,341.34
CHRYSLER CORP. (CHRY)	\$32,983.38
COOPER INDUSTRIES (WAGNER'S)	\$14,621.49
CRC CHEMICALS/BERWIND CORP. (CRCCH)	\$10,790.06
CSX TRANSPORTATION, INC. (CSXTR)	\$12,109.75
DANA EASTERN FRAME/C & M SPRING	\$219,945.58
GENERAL ELECTRIC CO. (GENEL)	\$69,065.37
GENERAL DYNAMICS LAND SYSTEMS, INC.	\$9,697.17
HANDY AND HARMAN TUBE CO. (HAHAT)	\$8,475.04
HUMBLE OIL & REFINING CO. (EXXON)	\$389.39
KLEIN'S BUS SERVICE (KLBUS)	\$125.09
LEEDS AND NORTHRUP CO. (LEENO)	\$20,287.69
MACK TRUCKS (MACTR)	\$44,296.06
MAYER POLLACK STEEL CORPORATION	\$103.76
METAL BANK OF AMERICA (UCO-MBA	\$850.00
MID STATE TRADING CO. (MISTT)	\$14,046.46
MIDLAND ROSS CORPORATION (ADVENTEK)	\$824.08
MILTON HERSHEY SCHOOL (MIHES)	\$744.13
MOBIL OIL (MOBOI)	\$50.46
MONSEY PRODUCTS (MONSE)	\$7,442.83
MOORE BUSINESS FORMS (MOBUF)	\$850.00
NATIONAL ROLLING MILLS CO.	\$578.53

PRP Name	Reimbursement Amount
NEW JERSEY TRANSIT RAIL OPERATIONS,	\$25,792.61
NL INDUSTRIES, INC. (NLIND)	\$590.84
PENNSYLVANIA POWER & LIGHT (PPOLI)	\$10,965.20
PIONEER OIL CO. (PIOOI)	\$243.82
RICHARDSON MINTS (BEATRICE CO.	\$300.43
SEQUA (SEQUA)	\$850.00
SIMON WRECKING CO. (SIMWR)	\$7,641.17
TEXACO REFINING (TEXRE)	\$850.00
TEXTILE CHEMICAL (R.W. EAKEN)	\$10,034.82
THOMAS & BETTS CORP (THOBE)	\$11,565.14
TRW, INC. (TRW)	\$13,272.76
UNITED STATES STEEL CORP. (UNSTS)	\$33,287.35
WINDSOR SERVICE, INC. (WINDS)	\$8,955.68
	\$700,064.03

Appendix F2

I. Amount to be Paid to Allocation Consultant

TLI Systems, Inc.	\$84,647.32
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II. Amount to be Paid to Document Depository

Pepper, Hamilton, & Scheetz	\$3,294.65
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III. Amounts to be Reimbursed to Settling Parties for Overpayments Made Toward Allocation Consultants Costs

PRP Name	Reimbursement Amount
AMERICAN MACHINE AND FOUNDRY CORP.	\$862.24
CAMPBELL SOUP COMPANY	\$116.42
CITY OF WILMINGTON	\$1,073.33
DELMARVA POWER AND LIGHT CO.	\$1,417.19
GENERAL DYNAMICS LAND SYSTEMS, INC.	\$834.69
HANDY AND HARMAN TUBE CO.	\$815.91
HARSCO CORP.	\$834.69
KENT COUNTY MOTORS	\$19.27
	<u>\$5,973.75</u>

APPENDIX G



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

-Please note our new name-
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DEP

400 Waterfront Drive
Pittsburgh, PA 15222-4745

February 2, 1996

(412) 442-4262
Fax (412) 442-4267

Office of Southwest Regional Counsel

Addressee: Settling De Minimis Defendants Listed
In Appendix A To The De Minimis Consent Decree
In The Referenced Matter

Re: United States v. Berks Associates, Inc., et al.
Civil Action No. 91-4868 (E.D. Pa.)

Dear Settling De Minimis Defendants:

This letter is intended to serve as an appendix to the consent decree ("consent decree") to be executed by the United States Environmental Protection Agency ("EPA") and de minimis defendant settlers in the referenced matter.

By this letter, the Commonwealth of Pennsylvania accepts the offset mechanism described in paragraph 15 of the consent decree, which the Commonwealth understands to say that EPA will credit the Commonwealth for ten percent of the future response costs share and for ten percent of the 100 percent premium paid to EPA by each de minimis settlor.

Upon the de minimis settlor's payment to EPA of its future response costs share plus 100 percent premium, the Commonwealth covenants not to sue or take administrative action against that de minimis settlor for the Commonwealth's ten percent future response costs share.

The Commonwealth covenants not to sue or take administrative action subject to:

(a) application to the Commonwealth (and not only the United States) of all those terms and conditions contained in the consent decree, including specifically the certification requirements described in paragraphs 13 and 16; the general reservation described in paragraph 17; the specific reservations described in paragraph 18; and the covenant not to sue by the settling defendants, as described in paragraph 22 (and applying

Settling Deminimis
Defendants

-2-

February 2, 1996

not only to CERCLA but as well to the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.101 et seq.); and

(b) application of the covenant not to sue only to the Commonwealth's ten percent share of future response costs at the site and not to the following:

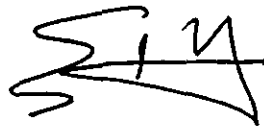
(i) the Commonwealth's ten percent share of past response costs;

(ii) the Commonwealth's past and future operation and maintenance costs;

(iii) the Commonwealth's past and future technical support costs; and

(iv) the Commonwealth's past and future legal support costs.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Stokan', with a stylized flourish at the end.

Edward S. Stokan
Assistant Counsel



Pennsylvania Department of Environmental Protection

Office of Chief Counsel
400 Waterfront Drive
Pittsburgh, PA 15222-4745
July 10, 1998

Southwest Regional Counsel

412-442-4262
Fax: 412-442-4267

Addressee: Settling De Minimis Defendants Listed
In Appendix A To The De Minimis Consent Decree
In The Referenced Matter.

RE: United States v. Berks Associates, Inc., et al.,
Civil Action No. 91-4868 (E.D. Pa.)

Dear Settling De Minimis Defendants:

This letter is intended to serve as an appendix to the Consent Decree to be executed by the United States Environmental Protection Agency and De Minimis Settlers in the referenced matter. It is the Commonwealth of Pennsylvania's understanding that certain revisions have been made to an earlier version of the Consent Decree, drafted approximately February 1996.

By this letter, and in light of recent revisions to the February 1996 version of the Consent Decree, the Commonwealth of Pennsylvania reiterates its endorsement of the offset mechanism described in Paragraph 15 of the Consent Decree, with those same reservations noted in its February 2, 1996 letter to the Settling De Minimis Defendants in this matter.

Sincerely,

Edward S. Stokan
Assistant Counsel

ESS:thh

(BERKS01.LTR)



AGREEMENT CONCERNING CONTRACTOR RESPONSE COSTS

WHEREAS, certain of the signatories hereto have agreed to enter into a Consent Decree with the United States that would, if entered, effectuate a *de minimis* settlement for those parties in the *United States v. Berks Associates, et al.* litigation, pending in the United States District Court of the Eastern District of Pennsylvania, Civil No. 91-4868;

WHEREAS, certain of the signatories hereto are not entering into the Consent Decree;

WHEREAS, certain private contractors have performed services on behalf of, or for the direct or indirect benefit of, the aforementioned parties;

WHEREAS, the signatories hereto have asserted, or been deemed by the Court to have asserted, claims against each other that purport to include claims for contribution to payments to such contractors;

WHEREAS, the signatories hereto have in the past agreed to pay certain of contractor costs, in the Douglassville Disposal Site Participation And Interim Funding Agreement dated October 1, 1991 and/or the Douglassville Disposal Site Joint Participation And Interim Funding Agreement dated April 26, 1993; and,

WHEREAS, it is the desire of all signatories hereto that all such private contractors be paid for their services and that the amounts to be paid be allocated and that have been paid in the past be re-allocated among the signatories in accordance with allocation principles developed by the parties in the course of the aforementioned litigation.

NOW, THEREFORE, in consideration of the foregoing, the signatories hereto agree as follows:

PARTIES BOUND

1. This Agreement Concerning Contractor Response Costs (the "Agreement") shall apply to and be binding upon the signatories hereto, and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the parties under this Agreement. Each undersigned representative of a party to this Agreement certifies that he or she is fully authorized by the party whom they represent to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this Agreement and has identified on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Agreement.

DEFINITIONS

2. "Allocation Consultant" shall mean TLI.
3. "Barr" shall mean Barr Engineering Company.
4. "Citibank Allocation Consultant and Document Depository Account" shall mean the account the signatories hereto will cause to be created with Citibank, FSB, Suite 700, 1775 Pennsylvania Ave., N.W., Washington, D.C. 20006, under the name "Douglassville Allocation Consultant and Document Depository Account."
5. "Citibank Technical Consultants Account" shall mean the account the signatories hereto will cause to be created with Citibank, FSB, Suite 700, 1775 Pennsylvania

Ave., N.W., Washington, D.C. 20006, under the name "Douglassville Technical Consultants Account."

6. "Consent Decree" shall mean the Consent Decree with the United States that certain of the signatories hereto have executed in order to resolve The Litigation as well as other matters relating to the Site;

7. "Consent Decree Settlers" shall mean those signatories hereto that are parties to the Consent Decree.

8. "Contractor Response Costs" shall mean all costs associated with the work performed by private contractors engaged by certain non-governmental parties in analyzing Site remedies and proposing changes thereto, and the costs incurred and to be incurred by TLI Systems, Inc. in connection with the allocation and settlement process relating to the Site through the date that the payments are due under the terms of the Consent Decree and this Agreement. These costs shall also include the bills submitted to the Settlers in connection with the services performed by Pepper, Hamilton & Scheetz in maintaining the Document Depository established by Section VII of the Court's Case Management Order entered June 18, 1992.

9. "Document Depository" shall mean the document depository maintained by Pepper, Hamilton & Scheetz pursuant to Section VII of the Court's Case Management Order dated June 18, 1992.

10. "Interest" shall mean interest on late payments under this Agreement at a rate published by the Secretary of the Treasury or the Wall Street Journal (on the date of the close of the calendar month preceding the month in which the payment was required to be made)

to be equal to the current average market yield on outstanding marketable obligations of the United States with remaining periods to maturity comparable to the anticipated period during which the payment will be outstanding and shall be compounded daily. Such interest shall be calculated by Peter L. Winik and/or Michael P. Last; such calculation shall be deemed conclusive and binding absent manifest error.

11. "The Litigation" shall mean the *United States v. Berks Associates, et al.* litigation, pending in the United States District Court of the Eastern District of Pennsylvania, Civil No. 91-4868;

12. "Other Settlers" shall mean those signatories hereto that are not parties to the Consent Decree.

13. "Settlers" shall mean both the Consent Decree Settlers and Other Settlers.

14. "The Site" shall mean the Douglassville Disposal Superfund Site, located in Douglassville, Berks County, Pennsylvania, which occupies approximately 50 acres of land in Union Township along the southern bank of the Schuylkill River.

15. "Technical Consultants" shall mean Barr and TRC.

16. "TLI" shall mean TLI Systems, Inc.

17. "TRC" shall mean TRC, Inc.

PAYMENT OF CONTRACTOR RESPONSE COSTS

18. Prior to the date that payment is due under Section VI.9 of the Consent Decree and/or paragraph 21 of this Agreement Concerning Contractor Response Costs, the law firm of Latham & Watkins, acting on behalf of the signatories hereto shall cause to be created

with Citibank both the Citibank Technical Consultants Account and the Citibank Allocation Consultant and Document Depository Account. The signatories hereto hereby authorize Peter L. Winik and Michael P. Last to be the signatories for both such accounts, with the signatures of both of said signatories being required to effect any distribution of funds from said accounts. Should Peter L. Winik for any reason cease to serve or be capable of serving as a signatory for such accounts, then the law firm of Latham & Watkins shall appoint a partner of said firm to serve in his stead. Likewise, should Michael P. Last for any reason fail to serve or be capable of serving as a signatory for such accounts, then the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. shall appoint a partner of said firm to serve in his stead.

19. The table annexed hereto as Exhibit A sets forth, by contractor, the amount of Contractor Response Costs that are owed to each contractor (including Pepper, Hamilton & Scheetz on account of the Document Depository) that has not as of this date been paid.

20. The table annexed hereto as Exhibit B sets forth: (a) each of the signatories' hereto respective shares of the Technical Consultants' costs and the Allocation Consultant's and Document Depository's costs; (b) the amount, if any, to be paid into the Citibank Technical Consultants Account by each signatory hereto; (c) the amount, if any, to be paid from the Citibank Technical Consultants Account to the signatories hereto; (d) the amount(s), if any, to be paid into the Citibank Allocation Consultant and Document Depository Account by each signatory hereto; and (e) the amount, if any, to be paid from the Citibank Allocation Consultant and Document Depository Account to the signatories hereto.

21. The signatories hereto expressly authorize Peter L. Winik and/or Michael P. Last to file with the Court, at the same time as the lodging of the Consent Decree with the Court, the Stipulated Order that is annexed hereto as Exhibit C. Regardless of whether the Court enters said Stipulated Order, within sixty (60) days of entry by the Court of the Consent Decree, each signatory hereto shall pay into the respective Citibank Account the amount, if any, shown on Exhibit B hereto being due to be paid by such signatory into such Account(s). The Citibank Technical Consultants Account shall be distributed to the Technical Consultants as listed in Exhibit A and to certain of the signatories as set forth in Column 3 of Exhibit B. The funds in the Citibank Allocation Consultant and Document Depository Account shall be distributed to the Allocation Consultant and Pepper, Hamilton & Scheetz as listed in Exhibit A and to certain of the signatories as set forth in Column 8 of Exhibit B. In the event that not all of the payments set forth in Column 2 of Exhibit B are made within sixty (60) days of entry of the Consent Decree, the funds paid into the Citibank Technical Consultants Account shall be distributed first to the Technical Consultants as listed in Exhibit A so that they are paid in full and then to the signatories listed in Column 3 of Exhibit B in proportion to the full amount designated therein that should be paid to such parties. Thereafter, as further payments are received by the Citibank Technical Consultants Account, they shall be distributed in the same proportional manner until each of the signatories listed in Column 3 of Exhibit B has received the full amount listed therein. Likewise, in the event that not all of the payments set forth in Columns 7 and 9 of Exhibit B are made within sixty (60) days of entry of the Consent Decree, the funds paid into the Citibank Allocation Consultant and Document Depository Account shall be distributed first to

the Allocation Consultant and Pepper, Hamilton & Scheetz, as keeper of the Document Depository, as listed in Exhibit A so that they are paid in full and then to the signatories listed in Column 8 of Exhibit B in proportion to the full amount designated therein that should be paid to such parties. Thereafter, as further payments are received by the Citibank Allocation Consultant and Document Depository Account, they shall be distributed in the same proportional manner until each of the signatories listed in Column 8 of Exhibit B has received the full amount listed therein.

22. If any payment provided for under this Agreement is not made by such signatory hereto in the time provided herein for making such payment, the signatory shall pay Interest on the unpaid balance, with said Interest to be compounded daily. Interest on the unpaid balance due shall accrue from the day after payment is due until the payment, together with all Interest accrued thereon, shall be paid in accordance with the applicable payment provisions herein. In addition, any signatory hereto that fails to make a payment required hereunder shall be responsible for all costs, including but not limited to attorneys' fees, incurred by any other signatory(ies) hereto and/or contractor(s) seeking to enforce its obligations hereunder.

COVENANT NOT TO SUE

23. Each signatory hereto hereby covenants not to sue any other signatory hereto that has paid all amounts required of it under this Agreement for contribution to or reimbursement for any or all of such signatory's payments for Contractor Response Costs.

24. Nothing in this Agreement shall limit the signatories' right to seek contribution or reimbursement for any or all of the signatories' payments for Contractor Response Costs from parties that are not signatories to this Agreement.

NO ADMISSION/USE OF AGREEMENT

25. Neither this Agreement nor any signatory's participation in this Agreement shall constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact; a waiver of any right or defense; or estoppel by any person (including any signatory) against the signatories. Notwithstanding the foregoing, this Agreement may be used as evidence to enforce the terms of this Agreement.

ADVICE OF COUNSEL

25. Each signatory hereto represents that it has sought and obtained all legal advice it deems necessary before entering into this Agreement, and that this Agreement shall not be construed for or against any signatory based on its participation in drafting the Agreement. No signatory hereto or its representative shall act or be deemed to act as legal counsel or a representative of any other signatory, unless expressly authorized or requested by such signatory. Nothing in this Agreement shall be deemed to create a partnership, joint venture or principal and agent relationship between or among the signatories hereto.

SEVERABILITY; ENTIRE AGREEMENT

26. If any provision of this Agreement shall be determined to be invalid or unenforceable, it shall be construed to the maximum extent possible to effect its purpose and intent, and the balance of this Agreement shall nevertheless remain in full force and effect.

27. This Agreement (including Exhibits), together with Sections VI.9, 10 and 11 of the Consent Decree as to those signatories which are parties to the Consent Decree, constitutes the entire understanding of the signatories with respect to its subject matter, hereby superseding and terminating all prior or contemporaneous understandings or agreements, whether oral or written.

IN WITNESS WHEREOF, the signatories have caused this Agreement
Concerning Contractor Response Costs to be executed as a sealed instrument.

Signature Date: _____

Entity: _____

Name: _____

Title: _____

Being hereunto duly authorized

**Designated Representative for Receipt of Notice, Invoices, Payments and Service of Process
Relating to This Agreement:**

Name: _____

Address: _____

Telephone: _____

Fax Number: _____

Exhibit A

Amount to be paid to contractors:

TLI Systems, Inc.:	\$84,647.32
Barr:	\$104.98
TRC:	\$0.00
Pepper, Hamilton, & Scheetz:	\$3,294.65

Appendix C
Amounts Due by Settling Defendants for PRPs' Past Response Costs
(for July 31, 1991 UAO Compliance)
[To Be Paid Into the "Douglassville PRPs' Past Response Costs Account"]

PRP Name	Amount Still Owed for PRPs' Past Response Costs
A.C. & T. COMPANY INC. (ACTCI)	\$2,672.96
AIR PRODUCTS & CHEMICAL (AIP&C)	\$1,876.06
AIRCO, INC. (AIRCO)	\$615.13
ALLIED CHEMICAL/SIGNAL (ALCHS)	\$11,520.17
ALUMINUM SHAPES (ALUSH)	\$3,197.28
AMERICAN RECOVERY (AMERE)	\$1,401.91
AMERICAN MACHINE AND FOUNDRY CORP.	\$408.73
AMERICAN MINERAL SPIRITS COMPANY	\$372.01
ASPLUNDH (ASPLU)	\$221.06
ATLANTIC AVIATION (ATLAV)	\$4,585.89
ATLANTIC RICHFIELD CO. (ATLRI)	\$95.95
B.C.A. (BCA)	\$524.62
BELL TELEPHONE OF PA (BELTP)	\$10,778.72
BERGEY'S INC. (BERTR)	\$152.91
BESSEMER AND LAKE ERIE RAILROAD	\$1,642.31
BOULEVARD FORD (BOUFO)	\$207.46
BROOKS INSTRUMT/DIV EMERSON ELEC	\$846.76
BROWN-BOVERI (ABB POWER T & D CO.)	\$365.36
BRUSH-WELLMAN, INC. (BRUWE)	\$682.07
BURTON CHEVROLET-MILFORD,DE (BUCHM)	\$355.24
C.F. HECKMAN AND SON (THOMAS P.	\$98.06
CAPITOL PRODUCTS CORP. (CAPPR)	\$768.34
CAS PACK CORPORATION (CASPA)	\$71.92
CITY OF PHILADELPHIA (CITPH)	\$8,597.29
CITY OF WILMINGTON (CITWI)	\$976.56
CONCORD CHEMICAL (CONCH)	\$253.39
CRESSONA ALUMINUM CO. (CREAL)	\$325.17
DELAWARE, STATE OF (DELST)	\$8,000.44
DELAWARE OLDSMOBILE (DELOL)	\$1,209.71
DELMARVA POWER AND LIGHT CO.	\$1,655.00
DIAMOND STATE TELEPHONE (DISTT)	\$3,541.03
DIVER CHEVROLET (DIVCH)	\$3,154.21
DOLE FOODS CORP. (DOLFO)	\$951.93
DORMA DOOR CONTROLS INC./READING	\$280.89
DOW CHEMICAL COMPANY (DOWCH)	\$459.34
DRAPER-KING COLE TRUCK STOP (DRAKC)	\$431.39
EI DUPONT DE NEMOURS AND COMPANY,	\$1,632.64
FIRESTONE TIRE (FIRT)	\$1,961.88
GENERAL BATTERY CORP. (EXIDE CORP.)	\$276.66
HAMMOND CADILLAC (HAMCA)	\$110.91
HARSCO CORP. (TAWHH)	\$490.47
HERSHEY FOODS (HERFO)	\$531.72
HERTZ CORP. (HERTZ)	\$422.32
HUMBLE OIL & REFINING CO. (EXXON)	\$320.33

PRP Name	Amount Still Owed for PRPs' Past Response Costs
INTERNATIONAL HARVESTER TRUCK	\$4,064.74
KENT COUNTY MOTORS (KECOM)	\$17.68
KLEIN'S BUS SERVICE (KLBUS)	\$277.57
LUDWICK MOTORS (LUDMO)	\$1,962.34
LUKENS STEEL (LOKST)	\$7,111.07
MARYLAND STATE HWY (DEPT OF	\$6,193.44
MATTHEWS MOTORS (MATMO)	\$181.17
METROPOLITAN EDISON COMPANY (METED)	\$804.46
MILLER, MARVIN (MILMA)	\$646.41
MILTON HERSHEY SCHOOL (MIHES)	\$73.59
MOBIL OIL (MOBOI)	\$556.05
MOORE BUSINESS FORMS (MOBUF)	\$0.00
MORGAN TRAILER & MANUFACTURING CO.	\$107.89
MRS. SMITH PIE CO. (MRSMP)	\$3,838.70
NATIONAL ROLLING MILLS CO.	\$188.88
NL INDUSTRIES, INC. (NLIND)	\$180.26
NORTH AMERICAN ROCKWELL (ROCKWELL	\$186.00
OWENS ILLINOIS (LILY DIVISION)	\$414.92
PACO ASPHALT CO. (PACAS)	\$108.94
PENSKE TRUCK LEASING (PENTR)	\$978.52
PEPSI COLA (PEPCO)	\$168.02
PFROMMERS TRUCKING (JOHN PFROMMER,	\$729.96
PHILADELPHIA GEAR (PHIGE)	\$4,473.01
PITTSBURGH AND LAKE ERIE RAILROAD	\$5,008.81
PRESTON TRUCKING COMPANY (PRTRC)	\$2,430.75
RED HILL FORD (REHIF)	\$65.73
ROAD MACHINERY (ROAMA)	\$1,872.58
ROADWAY TRUCKING (ROATR)	\$11,300.16
ROLLIN'S LEASING (ROLLE)	\$311.42
ROTHWELL'S GARAGE (ROTGA)	\$57.72
SCHAFER LINCOLN MERCURY (SCHLI)	\$511.17
SEAFORD, CITY OF, POWER PLANT	\$345.87
SEARS ROEBUCK AND CO. (SEARS)	\$11,609.32
SHALLCROSS CHEVROLET (SHECH)	\$1,049.09
STANLEY G. FLAGG & CO., INC.	\$2,785.83
SWARTZ MOTOR COMPANY (SWMOC)	\$239.80
TECHALLOY CO., INC. (TECHA)	\$341.79
THE BUDD CO. (BUDD)	\$4,181.09
TOWNSEND CHEVROLET (TOWCH)	\$477.02
UNGER CHEVROLET (UNGCH)	\$2,483.93
UNION RR CO. OF BALTIMORE (UNIRA)	\$793.73
UNITED AIRLINES (UNIAI)	\$5,169.74
UNITED PARCEL SERVICE (UNPAS)	\$1,916.10
UNIVERSITY OF DELAWARE (UNIDE)	\$1,250.65
WASHINGTON POST (WASPO)	\$3,916.81
WESTINGHOUSE ELECTRIC CORPORATION	\$4,468.78
YARWAY CORPORATION (YARWA)	\$250.07
YELLOW FREIGHT SYSTEMS, INC.	\$2,392.67
	\$177,538.45

Appendix F1

I. Amounts to be Paid to Technical Consultants

Technical Consultant	Amount Still Owed
Barr Engineering	\$104.98
TRC	\$0.00
Total	<u>\$104.98</u>

II. Amounts to be Reimbursed to Settling Defendants and Other Parties Executing the Agreement Concerning Contractor Response Costs for Overpayments Made Toward Technical Consultants Costs

PRP Name	Reimbursement Amount
A.P. GREEN INDUSTRIES, INC. (APGRE)	\$850.00
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AMERICAN MACHINE AND FOUNDRY CORP.	\$262.39
AMERICAN MINERAL SPIRITS COMPANY	\$315.14
AMETEK, INC. (AMETE)	\$20,805.83
AMTRAK (NAT'L RAILROAD PASSENGER	\$13,159.52
ASPLUNDH (ASPLU)	\$532.02
B.C.A. (BCA)	\$95.68
BAKER EQUIPMENT ENG CO. (DIV OF JGB	\$19,587.75
BETHLEHEM STEEL (BETST)	\$20,718.98
CATERPILLAR CO., INC. (CATTR)	\$12,466.50
CERRO METAL PRODUCTS (CEMEP)	\$9,341.34
CHRYSLER CORP. (CHRY)	\$32,983.38
COOPER INDUSTRIES (WAGNER'S)	\$14,621.49
CRC CHEMICALS/BERWIND CORP. (CRCCH)	\$10,790.06
CSX TRANSPORTATION, INC. (CSXTR)	\$12,109.75
DANA EASTERN FRAME/C & M SPRING	\$219,945.58
GENERAL ELECTRIC CO. (GENEL)	\$69,065.37
GENERAL DYNAMICS LAND SYSTEMS, INC.	\$9,697.17
HANDY AND HARMAN TUBE CO. (HAHAT)	\$8,475.04
HUMBLE OIL & REFINING CO. (EXXON)	\$389.39
KLEIN'S BUS SERVICE (KLBUS)	\$125.09
LEEDS AND NORTHRUP CO. (LEENO)	\$20,287.69
MACK TRUCKS (MACTR)	\$44,296.06
MAYER POLLACK STEEL CORPORATION	\$103.76
METAL BANK OF AMERICA (UCO-MBA	\$850.00
MID STATE TRADING CO. (MISTT)	\$14,046.46
MIDLAND ROSS CORPORATION (ADVENTEK)	\$824.08
MILTON HERSHEY SCHOOL (MIHES)	\$744.13
MOBIL OIL (MOBOI)	\$50.46
MONSEY PRODUCTS (MONSE)	\$7,442.83
MOORE BUSINESS FORMS (MOBUF)	\$850.00
NATIONAL ROLLING MILLS CO.	\$578.53

PRP Name	Reimbursement Amount
NEW JERSEY TRANSIT RAIL OPERATIONS,	\$25,792.61
NL INDUSTRIES, INC. (NLIND)	\$590.84
PENNSYLVANIA POWER & LIGHT (PPOLI)	\$10,965.20
PIONEER OIL CO. (PIOOI)	\$243.82
RICHARDSON MINTS (BEATRICE CO.	\$300.43
SEQUA (SEQUA)	\$850.00
SIMON WRECKING CO. (SIMWR)	\$7,641.17
TEXACO REFINING (TEXRE)	\$850.00
TEXTILE CHEMICAL (R.W. EAKEN)	\$10,034.82
THOMAS & BETTS CORP (THOBE)	\$11,565.14
TRW, INC. (TRW)	\$13,272.76
UNITED STATES STEEL CORP. (UNSTS)	\$33,287.35
WINDSOR SERVICE, INC. (WINDS)	\$8,955.68
	\$700,064.03

PRP Name	Exhibit B								
	Share of Technical Consultants' Costs	Amount Owed for Technical Consultants' Costs	Reimbursement of Technical Consultants' Costs	Amount Owed for Allocation Consultant's Costs	Amount Received	Additional Assessment for Allocation Consultants Costs	Amount Still Owed for Allocation Consultant	Reimbursement of Allocation Consultant's Costs	Amount Owed for Document Depository
		(To Be Paid Into the	(To Be Paid From the	in March 1996		(To Be Paid Into the	(To Be Paid Into the	(To Be Paid From the	(To Be Paid Into the
	"Douglassville Technical Consultants Account")	"Douglassville Technical Consultants Account")		"Douglassville Allocation Consultant and Document Depository Account")	"Douglassville Allocation Consultant and Document Depository Account")	"Douglassville Allocation Consultant and Document Depository Account")	"Douglassville Allocation Consultant and Document Depository Account")		
A.C. & T. COMPANY INC. (ACTCI)	\$4,002.27	\$4,002.27		\$461.42	\$461.42	\$468.69	\$468.69		\$0.00
A.P. GREEN INDUSTRIES, INC. (APGRE)	\$0.00	\$0.00	(\$850.00)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
ACE DISPOSAL (ACEDI)	\$0.00	\$0.00		\$1,000.00	\$0.00	\$0.00	\$1,000.00		\$117.75
AIR PRODUCTS & CHEMICAL (AIP&C)	\$2,809.02	\$2,809.02		\$323.85	\$323.85	\$328.96	\$328.96		\$0.00
AIRCO, INC. (AIRCO)	\$921.06	\$921.06		\$106.19	\$106.19	\$107.86	\$107.86		\$0.00
ALUMINUM SHAPES (ALUSH)	\$4,787.33	\$3,937.33		\$551.93	\$0.00	\$560.63	\$1,112.56		\$0.00
AMERICAN CAN CO. (PRIMERICA)	\$1,099.68	\$0.00	(\$9,302.74)	\$132.03	\$0.00	\$134.11	\$266.14		\$135.36
AMERICAN MACHINE AND FOUNDRY CO	\$587.61	\$0.00	(\$262.39)	\$0.00	\$0.00	\$0.00	\$0.00	(\$862.24)	\$0.00
AMERICAN MINERAL SPIRITS COMPANY	\$534.86	\$0.00	(\$315.14)	\$64.21	\$64.21	\$65.22	\$65.22		\$17.61
AMERICAN RECOVERY (AMERE)	\$2,099.11	\$1,249.11		\$242.00	\$0.00	\$245.82	\$437.82		\$0.00
AMETEK, INC. (AMETE)	\$0.00	\$0.00	(\$20,805.83)	\$1,000.00	\$1,000.00	\$0.00	\$0.00		\$0.00
AMTRAK (NAT'L RAILROAD PASSENGER	\$1,657.15	\$0.00	(\$13,159.52)	\$198.94	\$0.00	\$202.07	\$401.01		\$0.00
ASPLUNDH (APPLU)	\$317.98	\$0.00	(\$532.02)	\$38.16	\$38.16	\$38.77	\$38.77		\$0.00
ATLANTIC AVIATION (ATLAV)	\$6,866.49	\$6,866.49		\$791.64	\$791.64	\$804.11	\$804.11		\$0.00
ATLANTIC RICHFIELD COMPANY (ATLR	\$255.55	\$255.55		\$3,529.46	\$3,529.46	\$29.93	\$29.93		\$0.00
B.C.A. (BCA)	\$754.32	\$0.00	(\$95.68)	\$90.57	\$90.57	\$91.99	\$91.99		\$0.00
BAKER EQUIPMENT ENG. CO (DIV OF JGB)	\$2,056.92	\$0.00	(\$19,587.75)	\$246.95	\$246.95	\$250.84	\$250.84		\$0.00
BELL TELEPHONE OF PA (BELL	\$17,156.39	\$17,156.39		\$1,977.96	\$1,977.96	\$2,009.13	\$2,009.13		\$0.00
BERGEY'S INC. (BERTR)	\$423.98	\$423.98		\$48.88	\$48.88	\$49.65	\$49.65		\$0.00
BESSEMER AND LAKE ERIE RAILROAD	\$2,458.96	\$1,608.96		\$283.49	\$283.49	\$287.96	\$287.96		\$0.00
BETHLEHEM STEEL	\$7,912.27	\$0.00	(\$20,718.98)	\$949.90	\$949.90	\$964.87	\$964.87		\$0.00
BOSCOV'S DEPARTMENT STORES, INC.	\$1,170.42	\$1,170.42		\$134.94	\$134.94	\$137.06	\$137.06		\$0.00
BOULEVARD FORD (BOUFO)	\$347.42	\$347.42		\$40.05	\$40.05	\$40.69	\$40.69		\$0.00
BROOKS INSTRUMT/DIV EMERSON ELEC	\$1,267.96	\$417.96		\$146.18	\$0.00	\$148.49	\$294.67		\$135.36
BRUSH-WELLMAN, INC. (BRUWE)	\$1,021.28	\$171.28		\$117.74	\$117.74	\$119.60	\$119.60		\$0.00
BURTON CHEVROLET-MILFORD,DE (BUC	\$531.90	\$531.90		\$1,061.32	\$510.78	\$62.29	\$612.83		\$0.00
C.F. HECKMAN AND SON (THOMAS P.	\$269.27	\$269.27		\$31.04	\$31.09	\$31.53	\$31.48		\$0.00
CAMPBELL SOUP COMPANY (CAMSO)	\$12.12	\$12.12		\$1.40	\$119.15	\$1.23	\$0.00	(\$116.42)	\$117.75
CAPITOL PRODUCTS CORP. (CAPPR)	\$1,150.54	\$1,150.54		\$2,132.65	\$0.00	\$134.74	\$2,267.39		\$135.36
CAS PACK CORPORATION (CASPA)	\$107.71	\$107.71		\$1,012.42	\$103.48	\$12.61	\$921.55		\$0.00
CATERPILLAR CO., INC. (CATTR)	\$4,178.17	\$0.00	(\$12,466.50)	\$501.60	\$501.60	\$509.50	\$509.50		\$0.00
CERRO METAL PRODUCTS (CEMEP)	\$1,061.08	\$0.00	(\$9,341.34)	\$127.40	\$127.40	\$129.40	\$129.40		\$0.00
CHRYSLER CORP. (CHRYS)	\$2,822.45	\$0.00	(\$32,983.38)	\$2,338.85	\$2,338.85	\$344.19	\$344.19		\$30.37
CITY OF PHILADELPHIA (CITPH)	\$12,873.02	\$12,023.02		\$1,484.13	\$1,484.13	\$1,507.52	\$1,507.52		\$0.00

PRP Name	Exhibit B							
	Share of Technical	Amount Owed for	Reimbursement	Amount Owed	Amount	Additional Assessment	Amount Still Owed	Reimbursement of
	Consultants' Costs	Technical	of Technical	for Allocation	Received	for Allocation	for Allocation	Allocation Consultant's
		Consultants' Costs	Consultants' Costs	Consultant's Costs		Consultants Costs	Consultant	Costs
		(To Be Paid Into the	(To Be Paid From the	in March 1996		(To Be Paid Into the	(To Be Paid Into the	(To Be Paid From the
		*Douglasville Technical	*Douglasville Technical			*Douglasville Allocation	*Douglasville Allocation	*Douglasville Allocation
		Consultants Account")	Consultants Account")			Consultant and Document	Consultant and Document	Consultant and Document
						Depository Account")	Depository Account")	Depository Account")
INTERNATIONAL HARVESTER TRUCK	\$6,086.21	\$6,086.21		\$0.00	\$298.32	\$712.74	\$4,442	\$0.00
JANNEY CYLINDER CO (JANCY)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$17.61
JERSEY CENTRAL POWER & LIGHT CO.	\$4,095.42	\$4,095.42		\$472.16	\$0.00	\$479.60	\$951.76	\$0.00
KENT COUNTY MOTORS (KECOM)	\$26.52	\$26.52		\$0.00	\$0.00	\$0.00	\$0.00	(\$19.27)
KLEIN'S BUS SERVICE (KLBUS)	\$724.91	\$0.00	(\$125.09)	\$87.02	\$0.00	\$88.39	\$1,541	\$0.00
LASALLE STEELE (LASST)	\$321.29	\$321.29		\$37.04	\$37.04	\$37.63	\$57.63	\$0.00
LEEDS AND NORTHRUP CO. (LEENO)	\$2,018.14	\$0.00	(\$20,287.69)	\$242.29	\$0.00	\$246.11	\$488.40	\$0.00
LEHIGH VALLEY RAILROAD (LEVAR)**	\$89,208.08	\$73,815.11						
LESHER MACK (LESMA)	\$2,599.61	\$2,599.61		\$0.00	\$0.00	\$304.43	\$304.43	\$0.00
LUDWICK MOTORS (LUDMO)	\$3,763.72	\$3,763.72		\$433.92	\$0.00	\$440.76	\$874.68	\$17.61
LUKENS STEEL (LOKST)	\$10,647.65	\$9,797.65		\$1,227.57	\$1,227.57	\$1,246.92	\$1,246.92	\$708.81
MACK TRUCKS (MACTR)	\$2,348.61	\$0.00	(\$44,296.06)	\$281.96	\$281.96	\$286.41	\$286.41	\$117.75
MARYLAND STATE HWY (DEP'T OF	\$10,666.62	\$10,666.62		\$1,229.76	\$1,229.76	\$1,249.14	\$1,249.14	\$0.00
MATTHEWS MOTORS (MATMO)	\$303.55	\$303.55		\$1,035.00	\$291.51	\$35.55	\$779.04	\$0.00
MAYER POLLACK STEEL CORPORATION	\$1,748.32	\$0.00	(\$103.76)	\$209.89	\$209.89	\$213.20	\$213.20	\$167.86
METAL BANK OF AMERICA (UCO-MBA, I	\$0.00	\$0.00	(\$850.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
METROPOLITAN EDISON COMPANY (ME	\$4,728.21	\$3,878.21		\$545.12	\$0.00	\$553.71	\$1,098.83	\$0.00
MID STATE TRADING CO.	\$2,598.21	\$0.00	(\$14,046.46)	\$311.93	\$311.93	\$316.84	\$316.84	\$0.00
MIDLAND ROSS (ADVENTEK)	\$25.92	\$0.00	(\$824.08)	\$3.10	\$3.10	\$3.15	\$3.15	\$152.97
MILFORD, CITY OF (MILCI)	\$0.00	\$0.00		\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00
MILLER, MARVIN (MILMA)	\$967.92	\$967.92		\$111.59	\$111.59	\$113.35	\$113.35	\$0.00
MILTON HERSHEY SCHOOL (MIHES)	\$105.87	\$0.00	(\$744.13)	\$12.70	\$12.70	\$12.90	\$12.90	\$0.00
MOBIL OIL	\$799.54	\$0.00	(\$50.46)	\$96.00	\$0.00	\$97.51	\$193.51	\$0.00
MONSEY PRODUCTS	\$22,190.50	\$0.00	(\$7,442.83)	\$2,664.07	\$2,664.07	\$2,706.05	\$2,706.05	\$59.00
MOORE BUSINESS FORMS	\$0.00	\$0.00	(\$850.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MORGAN TRAILER & MANUFACTURING	\$161.56	\$161.56		\$18.63	\$18.63	\$18.92	\$18.92	\$0.00
MRS. SMITH PIE CO. (THE EGGO CO.	\$5,747.78	\$5,747.78		\$662.66	\$662.66	\$673.11	\$673.11	\$0.00
NATIONAL ROLLING MILLS CO.	\$271.47	\$0.00	(\$578.53)	\$32.60	\$0.00	\$33.11	\$65.71	\$0.00
NEW CASTLE COUNTY AIRPORT (NECAC	\$0.00	\$0.00		\$1,000.00	\$0.00	\$1,000.00	\$2,000.00	\$17.61
NEW JERSEY TRANSIT RAIL OPERATIONS	\$10,415.64	\$0.00	(\$25,792.61)	\$1,250.45	\$1,250.45	\$1,270.16	\$1,270.16	\$0.00
NEWS AMERICA PUBL'NG./TRIANGLE P	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NL INDUSTRIES, INC. (NLIND)	\$259.16	\$0.00	(\$590.84)	\$31.12	\$0.00	\$31.61	\$62.73	\$135.36
NORTH AMERICAN ROCKWELL (ROCKW	\$278.45	\$278.45		\$32.10	\$32.10	\$32.61	\$32.61	\$0.00
OWENS ILLINOIS (LILY DIVISION)	\$3,597.81	\$2,747.81		\$414.79	\$0.00	\$421.33	\$836.12	\$0.00

Exhibit B

PRP Name	Share of Technical Consultants' Costs	Amount Owed for Technical Consultants' Costs (To Be Paid Into the "Douglassville Technical Consultants Account")	Reimbursement of Technical Consultants' Costs (To Be Paid From the "Douglassville Technical Consultants Account")	Amount Owed for Allocation Consultant's Costs in March 1996	Amount Received	Additional Assessment for Allocation Consultants Costs (To Be Paid Into the "Douglassville Allocation Consultant and Document Depository Account")	Amount Still Owed for Allocation Consultant (To Be Paid Into the "Douglassville Allocation Consultant and Document Depository Account")	Reimbursement of Allocation Consultant's Costs (To Be Paid From the "Douglassville Allocation Consultant and Document Depository Account")	Amount Owed for Document Depository (To Be Paid Into the "Douglassville Allocation Consultant and Document Depository Account")
TOWNSEND CHEVROLET (TOWCH)	\$799.01	\$799.01		\$2,092.12	\$0.00	\$2,093.57	\$4,185.69		\$0.00
TRI-GAS COMPANY (TRGAC)	\$313.58	\$313.58		\$2,000.00	\$2,000.00	\$36.72	\$36.72		\$0.00
TRW, INC. (TRW)	\$5,248.07	\$0.00	(\$13,272.76)	\$630.05	\$630.05	\$639.98	\$639.98		\$0.00
UNGER CHEVROLET (UNGCH)	\$4,957.09	\$4,957.09		\$571.51	\$0.00	\$580.51	\$1,152.02		\$0.00
UNIFORM TUBES, INC. (UNITU)	\$903.29	\$53.29		\$104.14	\$104.14	\$105.78	\$105.78		\$17.61
UNION RR CO. OF BALTIMORE (UNIRA)	\$1,188.48	\$338.48		\$137.02	\$137.02	\$139.18	\$139.18		\$0.00
UNITED AIRLINES (UNIAI)	\$7,740.87	\$7,740.87		\$892.44	\$0.00	\$906.51	\$1,798.95		\$0.00
UNITED PARCEL SERVICE (UNPAS)	\$2,946.54	\$2,096.54		\$339.71	\$0.00	\$345.06	\$684.77		\$0.00
UNITED STATES STEEL CORP. (UNSTS)**	\$62,275.15	\$0.00	(\$33,287.35)						
UNIVERSITY OF DELAWARE (UNIDE)	\$1,872.68	\$1,872.68		\$215.90	\$0.00	\$219.30	\$435.20		\$0.00
WASHINGTON POST (WASPO)	\$5,864.77	\$5,864.77		\$676.15	\$676.15	\$686.81	\$686.81		\$0.00
WESTINGHOUSE ELECTRIC CORPORATIO	\$6,691.22	\$6,691.22		\$771.43	\$771.43	\$783.59	\$783.59		\$0.00
WILLIS CHEVROLET (WILCH)	\$1,361.88	\$1,361.88		\$2,000.00	\$0.00	\$2,159.49	\$4,159.49		\$0.00
WINDSOR SERVICE, INC.	\$304.74	\$0.00	(\$8,955.68)	\$36.58	\$36.58	\$37.15	\$37.15		\$0.00
YARWAY CORPORATION (YARWA)	\$374.53	\$374.53		\$1,043.18	\$1,043.18	\$43.86	\$43.86		\$0.00
YELLOW FREIGHT SYSTEMS, INC.	\$5,678.51	\$5,678.51		\$654.68	\$0.00	\$664.99	\$1,319.67		\$17.61

**A non-settling party. Non-settlers were not included in the reallocation of the Allocation Consultants' Costs

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

BERKS ASSOCIATES, et. al.,

Defendants.

:
:
:
:
:
:
:
:
:

Civ. No. 91-4868

**ORDER CONCERNING
PAYMENT OF CONTRACTOR
RESPONSE COSTS**

THIS MATTER having come before the Court upon the request of certain parties, and the Court having considered the position of such parties, and for good cause shown.

IT IS on this ____ day of _____, 199__ ORDERED that the parties which have entered into the Agreement Concerning Contractor Response Costs, incorporated by reference herein and attached hereto as Exhibit 1 (the "Agreement"), shall undertake all required obligations set forth under the Agreement, including but not limited to their respective obligations to pay certain "Contractor Response Costs" (as that term is defined by the Agreement) set forth on Exhibit B of the Agreement that the parties owe to one or more contractors (including but not limited to TLI Systems, Inc. and Barr Engineering Company) in connection with this matter.

United States District Judge
Eastern District of Pennsylvania

**AUTHORIZATION CONCERNING PAYMENT
OF PRP PAST RESPONSE COSTS**

WHEREAS, certain parties (the "Settling Defendants") have agreed to enter into a Consent Decree (the "Consent Decree") with the United States that, if entered, would effectuate a *de minimis* settlement for those parties in the *United States v. Berks Associates, et al.* litigation, pending in the United States District Court of the Eastern District of Pennsylvania, Civil No. 91-4868;

WHEREAS, pursuant to Section VI.8 of the Consent Decree, certain of the Settling Defendants are obligated to pay into an escrow account (the "Douglassville PRPs' Past Response Costs Account") established with Citibank, FSB ("Citibank") the amounts set forth on Appendix C thereto concerning each such Settling Defendant's allocated share of past response costs incurred by non-governmental entities in compliance with the Unilateral Administrative Order issued by the U.S. Environmental Protection Agency on or about July 31, 1991, Docket No. III-91-62-DC;

WHEREAS, pursuant to Section VI.8 of the Consent Decree, the funds paid into the Douglassville PRPs' Past Response Costs Account shall be distributed to certain Settling Defendants as set forth in Appendix D thereto; and

WHEREAS, it is the desire of the Settling Defendants that Peter L. Winik and Michael P. Last be authorized to be the signatories for the Douglassville PRPs' Past Response Costs Account in order to effect any distributions of funds from such account.

NOW, THEREFORE, in consideration of the foregoing, the signatories hereto agree as follows:

Prior to the date that payment is due under Section VI.8 of the Consent Decree, an escrow account entitled the "Douglassville PRPs' Past Response Costs Account" shall be established with Citibank. The undersigned Settling Defendant hereby authorizes

Peter L. Winik and Michael P. Last to be the signatories for such account, with the signatures of both of said signatories being required to effect any distribution of funds from such account. Should Peter L. Winik for any reason cease to serve or be capable of serving as a signatory for such account, then the law firm of Latham & Watkins shall appoint a partner of said firm to serve in his stead. Likewise, should Michael P. Last for any reason fail to serve or be capable of serving as a signatory for such account, then the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. shall appoint a partner of said firm to serve in his stead.

IN WITNESS WHEREOF, the undersigned has caused this Authorization Concerning Payment of PRP Past Response Costs to be executed as a sealed instrument.

Signature Date: _____

Entity: _____

Name: _____

Title: _____

Being hereunto duly authorized

**Designated Representative for Receipt of Notice, Invoices, Payments and Service of Process
Relating to this Authorization:**

Name: _____

Address: _____

Telephone: _____

Fax Number: _____

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

ORIGINAL
(Rec)

IN THE MATTER OF:

DOUGLASSVILLE DISPOSAL SITE,
OPERABLE UNIT NO. 2, PHASE II,
UNION TOWNSHIP, PENNSYLVANIA

BERKS ASSOCIATES, INC.;
H. LESTER SCHURR;
MONSEY PRODUCTS, INC.;
PRIMERICA CORPORATION;
CATERPILLAR, INC.;
CRC CHEMICALS, INC.;
GENERAL ELECTRIC COMPANY;
LEEDS & NORTHRUP COMPANY;
COOPER INDUSTRIES, INC.;
HANDY & HARMON TUBE COMPANY, INC.;
PENNSYLVANIA POWER AND LIGHT
COMPANY, INC.; AMETEK, INC.;
WORTHINGTON ENTERPRISES, INC.;
JGB INDUSTRIES, INC.;
GENERAL DYNAMICS CORPORATION;
NEW JERSEY TRANSIT RAIL OPERATIONS,
INC.;
CONSOLIDATED RAIL CORPORATION;
A & A WASTE OIL COMPANY;
NATIONAL RAIL PASSENGER
CORPORATION (AMTRAK);
CHRYSLER CORPORATION;
DANA CORPORATION;
FARLEY INDUSTRIES, INC.;
MACK TRUCKS, INC.;
MAYER POLLOCK STEEL CORPORATION;
TEXTILE CHEMICAL COMPANY;
WERNER'S BUS LINES;
CERRO METAL PRODUCTS COMPANY;
THOMAS & BETTS CORPORATION;
WINDSOR SERVICE, INC.;
TOTAL RECOVERY, INC.;
RECLAMATION RESOURCES, INC.;
SIMON RESOURCES, INC.;
MID-STATE TRADING COMPANY;
ALBERT CIMINO;
JAMES GIBBONS; AND
JAMES YERGER

Respondents

Proceeding Under Section 106(a)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. § 9606(a).

Docket No. III-91-62-DC

ADMINISTRATIVE ORDER

FOR REMEDIAL ACTION
PHASE I OF
OPERABLE UNIT NO. 2

MODIFICATION NO. 1

ORIGINAL
(Red)

MODIFICATION NO. 1 TO THE
ADMINISTRATIVE ORDER FOR REMEDIAL ACTION
PHASE I OF OPERABLE UNIT NO. 2

Pursuant to Section XXVI. MODIFICATIONS of this Administrative Order, Docket No. III-91-62-DC, ["the Order"], IT IS HEREBY ORDERED THAT Section XXIII.C of the Order is deleted and the following paragraph is added:

XXIII. CERTIFICATION OF COMPLETION AND TERMINATION

C. The written report provided to EPA pursuant to Section XXIII.B. of this Order shall be accompanied by a sworn certification from the Duly Authorized Representative of the Corporation or the individual, or in the event that a Duly Authorized Representative is not designated by the Corporation or the individual, the sworn certification shall be from the President, Vice President, Secretary, or Treasurer of each Respondent, if a Corporation, or each Respondent, if an individual which certification shall be in the following form:

"Except as provided below, I [as the Duly Authorized Agent of name of entity] [as the state position] of the [name of entity] certify that the information contained in or accompanying this [type of submission] is true, accurate, and complete.

As to [the/those] portion(s) of this [type of submission] for which I cannot personally verify [its/their] accuracy, I certify under the penalty of law that this [type of submission] and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____

Name: _____

Title: _____

A "Duly Authorized Representative" shall mean a person designated by the Respondents in accordance with the procedures set forth in 40 C.F.R. § 270.11(b), except that the words "Remedial Project Manager" shall be substituted for the word "Director" in 40 C.F.R. § 270.11(b)(3).



PETER H. KOSTMAYER

Regional Administrator

U.S. Environmental Protection Agency - Region III

11/1/94
DATE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107-4431

ORIGINAL
10/27/94

November 3, 1994

To All Addressees

Dear Sir or Madam:

Enclosed please find Modification #1 to the Unilateral Administrative Order ("UAO"), Docket No. III-91-62-DC, addressing Phase I (soil capping) under the Record of Decision ("ROD") for the Douglassville Site, Berks County, PA. The on-site work has been completed since May 1993. However, the certification requirements under Section XXIII of the UAO have not been satisfied. As a result of discussions with Mr. Bill Thornton, EPA has agreed to modify the UAO to permit either a corporate officer or his/her designated Duly Authorized Representative to certify the remedy complete. The designation of a Duly Authorized Representative is subject to the requirements of 40 C.F.R. § 270.11(b). This language is consistent with the current UAOs issued by the Agency. All other provisions of the UAO remain in effect.

Please make arrangements to fulfill this certification requirement in the very near future. Thank you for your immediate attention to this matter. Please call me if you have any questions. I may be reached at (215) 597-3440.

Very truly yours,

A handwritten signature in cursive script, reading "Patricia C. Miller", is written over a horizontal line.

Patricia C. Miller
Senior Assistant Regional Counsel

Enclosure

cc: Victor Janosik, RPM

ORIGINAL
(Part)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

IN THE MATTER OF:

DOUGLASSVILLE DISPOSAL SITE,
OPERABLE UNIT NO. 2, PHASE I,
UNION TOWNSHIP, PENNSYLVANIA

BERKS ASSOCIATES, INC.;
H. LESTER SCHURR;
MONSEY PRODUCTS, INC.;
PRIMERICA CORPORATION;
CATERPILLAR, INC.;
CRC CHEMICALS, INC.;
GENERAL ELECTRIC COMPANY;
LEEDS & NORTHRUP COMPANY;
COOPER INDUSTRIES, INC.;
HANDY & HARMON TUBE COMPANY, INC.;
PENNSYLVANIA POWER AND LIGHT
COMPANY, INC.; AMETEK, INC.;
WORTHINGTON ENTERPRISES, INC.;
JGB INDUSTRIES, INC.;
GENERAL DYNAMICS CORPORATION;
NEW JERSEY TRANSIT RAIL OPERATIONS,
INC.;
CONSOLIDATED RAIL CORPORATION;
A & A WASTE OIL COMPANY;
NATIONAL RAIL PASSENGER
CORPORATION (AMTRAK);
CHRYSLER CORPORATION;
DANA CORPORATION
FARLEY INDUSTRIES, INC.;
MACK TRUCKS, INC.;
MAYER POLLOCK STEEL CORPORATION;
TEXTILE CHEMICAL COMPANY;
WERNER'S BUS LINES;
CERRO METAL PRODUCTS COMPANY;
THOMAS & BETTS CORPORATION;
WINDSOR SERVICE, INC.;
TOTAL RECOVERY, INC.;
RECLAMATION RESOURCES, INC.;
SIMON RESOURCES, INC.;
MID-STATE TRADING COMPANY;
ALBERT CIMINO; JAMES GIBBONS;
AND JAMES YERGER

Respondents

Proceeding Under Section 106(a)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. § 9606(a).

Docket No. III-91-62-DC

ADMINISTRATIVE ORDER
FOR REMEDIAL ACTION
PHASE I OF
OPERABLE UNIT NO. 2

ORIGINAL
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and coma.

k. **Phenolics.** Ingestion of small amounts of phenolics, may cause nausea, vomiting, circulatory collapse, paralysis, convulsions, coma and death from respiratory failure. Fatal poisoning may also occur from skin absorption following application to large areas.

l. **Phthalates.** These compounds, which include bis(2-ethylhexyl)phthalate, butylbenzyl phthalate and di-n-butylphthalate cause irritation of the stomach, the nasal passages and the upper respiratory system. Bis(2-ethylhexyl)phthalate is a Class B2 carcinogen.

m. **Polychlorinated Biphenyls ["PCBs"].** These compounds are classified as B2 carcinogens. There are reports of minor birth anomalies when humans are exposed to PCBs in utero. PCBs interfere with reproduction in phytoplankton. Other observed effects in mammals and birds include microsomal enzyme induction, tumor production and immunosuppression.

n. **Polycyclic Aromatic Hydrocarbons ["PAHs"].** PAHs can be persistent in the environment. Some are classified as B2 carcinogens. The carcinogenic PAHs are generally active in mutagenic assays and cause skin disorders and immunosuppression. Adverse effects on the liver and kidney have been associated with exposure to PAHs in general.

o. **Tetrachloroethane.** Tetrachloroethane is classified as a B2 carcinogen in the EPA's Health Effects Assessment Summary Tables ["HEAST"]. It was found to induce

liver tumors when administered orally to mice and was found to be mutagenic using a microbial assay system. Animals exposed by inhalation to tetrachloroethane exhibited liver, kidney, and central nervous system damage.

p. **Toluene.** In humans, acute exposure to toluene depresses the central nervous system and causes narcosis.

q. **1,1,1-Trichloroethane ["1,1,1-TCA"].** This organic compound was shown to be mutagenic using the Ames assay, and it causes transformation in cultured rat embryo cells. Inhalation of high concentrations of 1,1,1-TCA can depress the central nervous system, affect cardiovascular function, and damage the liver, lungs and kidneys of animals and humans.

r. **Trichloroethylene ["TCE"].** Trichloroethylene, also called trichloroethene, is a Class B2 carcinogen. TCE's non-cancerous effects include narcosis, enlargement of the liver and kidneys with accompanying enzyme changes, depressed hemoglobin synthesis and immunosuppression.

s. **Xylene.** Xylene vapor may cause irritation of the eyes, nose and throat. Repeated or prolonged skin contact with xylene may cause drying and defatting of skin, which may lead to dermatitis. Acute exposure to vapors may cause central nervous system depression and minor reversible effects upon liver and kidneys.

t. **Zinc.** Ingestion by humans of excessive amounts of zinc can cause fever, vomiting and stomach cramps. Zinc oxide fumes can cause metal fume fever. Inhalation of mists

or fumes of zinc may irritate eyes or skin. High levels of zinc in the human diet have been shown to retard growth and produce defective mineralization of bone. Zinc is acutely toxic to fresh water organisms.

2. EPA conducted a risk assessment of the Site as part of the RI/FS dated October, 1988. The 1989 ROD summarized the risk assessment findings. The findings show that the Site poses a risk to human health resulting from potential human exposure to hazardous substances at concentrations that may result in adverse health effects. Human exposure to hazardous substances released at or from the Site can occur through several routes, including by ingestion, inhalation, and direct dermal contact with contaminated Site soils. EPA personnel and/or contractors have observed children and adults at the Site, including hunters and motorbike riders. In addition, the Berks County Greenway Association is considering the development of a hiking/biking trail through the Site.

E. The Record of Decision

1. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS for Operable Unit No. 2 and the Proposed Plan for remedial action on May 24, 1989 and provided opportunity for public comment on the proposed remedial action.

2. EPA's selection of the remedial actions to be implemented at the Site is embodied in a final Record of Decision

["ROD"] executed on June 30, 1989 and attached as Exhibit 1. The Commonwealth of Pennsylvania has concurred with the ROD.

3. An Administrative Record, prepared in accordance with Section 113(k) of CERCLA, 42 U.S.C. § 9613(k), contains the documents and information that support the remedial action selected in the ROD.

4. The objectives of the selected remedial action for Source Areas 3,4,5 and 6 are:

- A. Prevent direct contact (incidental ingestion and dermal absorption) of contaminants in surface soils.
- B. Prevent inhalation of site contaminants.
- C. Restore the areas to vegetative cover.

5. The remedial action selected in the ROD for Source Areas 3,4,5 and 6 includes the installation of a cap over the Source Areas. The cap is designed to minimize risks associated with the hazardous substances presently in the soils.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

A. The Douglassville Disposal Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

B. "Hazardous substances", as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been disposed of, deposited, stored, placed, or otherwise come to be located on and remain at the Site.

C. There is an actual or threatened "release" as defined in

Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), of hazardous substances at or from the Site.

D. The actual or threatened release of hazardous substances at or from the Site may present an imminent and substantial endangerment to public health or welfare or the environment.

E. Each Respondent is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

F. Respondents Berks Associates, Inc.; H. Lester Schurr; Consolidated Rail Corporation and Monsey Products, Inc. currently own a portion of the Site, or owned and/or operated a portion of the Site at the time of disposal of hazardous substances at the Site, as the terms "owner" and "operator" are defined at Section 101(20) of CERCLA, 42 U.S.C. § 9601(20). Said respondents are therefore liable pursuant to Section 107(a)(1) and (2) of CERCLA, 42 U.S.C. § 9607 (a)(1) and (2).

G. Respondents or their predecessors Primerica Corporation; Caterpillar, Inc.; CRC Chemicals, Inc.; General Electric Company; Leeds & Northrup Company; Cooper Industries, Inc.; Handy & Harmon Tube Company, Inc.; Pennsylvania Power and Light Company, Inc.; Ametek, Inc.; Worthington Enterprises, Inc.; JGB Industries, Inc.; General Dynamics Corporation; New Jersey Transit Rail Operations, Inc.; Consolidated Rail Corporation; A & A Waste Oil Company; National Rail Passenger Corporation (Amtrak); Chrysler Corporation; Farley Industries, Inc.; Mack Trucks, Inc.; Mayer Pollock Steel Corporation; Textile Chemical Company; Werner's Bus Lines; Cerro Metal Products Company; Thomas

& Betts Corporation; Dana Corporation; Total Recovery, Inc.; Reclamation Resources, Inc. and Windsor Service, Inc. by contract, agreement or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by said Respondents or their predecessors. Hazardous substances of the type sent by said Respondents or their predecessors for disposal or treatment were found at the Site. Said Respondents are therefore liable pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

H. Respondents Total Recovery, Inc.; Reclamation Resources, Inc.; Simon Resources, Inc.; Mid-State Trading Company; Albert Cimino; James Gibbons and James Yerger accepted hazardous substances for transport to the Site and selected the Site. Said Respondents are therefore liable pursuant to Section 107 (a)(4) of CERCLA, 42 U.S.C. § 9607 (a)(4).

I. The contamination and endangerment at the Site constitute an indivisible harm.

J. EPA has determined that in order to protect the public health and welfare and the environment, Phase I of Operable Unit No. 2, as described herein, must be implemented to reduce or prevent current and future exposure of hazardous substances to groundwater, surface water, soil and sediment, and to reduce or prevent contaminant migration on and from the Site.

V. SCOPE OF THE RESPONSE ORDERED

Based on the foregoing, Respondents are hereby ordered, jointly and severally, to comply with the provisions of this Order, including but not limited to, all attachments to this Order, all documents incorporated by reference into this Order, and all schedules and deadlines in this Order, attached to this Order, or incorporated by reference into this Order.

VI. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or its implementing regulations. Whenever terms listed below are used in this Order or in the documents attached to this Order or incorporated by reference into this Order, the following definitions shall apply:

A. "Data Quality Objectives" ["DQOs"] are qualitative and quantitative statements which specify the quality of the data required to support EPA decisions during remedial response actions. EPA determines DQOs based on the end uses of the data to be collected.

B. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the end of the next working day.

C. "Final Design Drawings and Specifications" shall mean those Final Design Drawings and Specifications for construction of Phase I of Operable Unit No. 2 titled Final Design Analysis Douglassville Disposal Superfund Site, Phase I; Specifications (100%) Douglassville Disposal Superfund Site, Phase I; and Plans for Douglassville Disposal Superfund Site, Phase I. The Final Design Drawings and Specifications were completed by EPA and the United States Army Corps of Engineers and are incorporated into this order as Exhibit 2.

D. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300, including any amendments thereto.

E. "Operable Unit No. 2" means the Operable Unit associated with the Site that addresses sediment, soil and groundwater contamination as described more fully in the ROD for Operable Unit No. 2, dated June 30, 1989.

F. "Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations addressed in the ROD (Exhibit 1) and/or identified in the Final Design Drawings and Specifications (Exhibit 2). "Performance Standards" shall include the applicable or relevant and appropriate requirements ["ARARs"] stated in the ROD.

G. "Phase I" shall mean the remedial action phase of Operable Unit No. 2 that addresses the remediation of soils in Source Areas 3,4,5 and 6, as described more fully in the ROD and

the Final Design Drawings and Specifications.

H. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site, signed on June 30, 1989 by the Regional Administrator, EPA Region III, and attached hereto as Exhibit 1.

I. "Remedial Action" or "Remedial Activity" or "RA" shall mean those activities, as defined by Section 101(24) of CERCLA, 42 U.S.C. § 9601(24), to be undertaken by Respondents to implement Phase I of Operable Unit No. 2 as described more fully in the ROD and the Final Design Drawings and Specifications.

J. "Site" or the "Douglassville Disposal Site" shall mean the facility, as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), encompassing approximately 50 acres along Highway 724 just west of Douglassville in Union Township, Berks County, Pennsylvania, as further described in the Record of Decision that was issued by EPA in June 30, 1989 (See attached Exhibit 1).

K. "State" or "Commonwealth" shall mean the Commonwealth of Pennsylvania.

L. "Work" shall mean all activities Respondents are required to perform under this Order to implement the ROD for the Site, including the Remedial Action, tasks to be performed in accordance with any Work Plan required by this Order, and any other activities required to be undertaken pursuant to this Order.

VII. WORK TO BE PERFORMED

A. Requirement to comply with ROD, Final Design and ARARs

1. Based on the foregoing and the Administrative Record supporting this Order, it is hereby Ordered that Respondents implement Phase I of Operable Unit No. 2 as identified herein, in accordance with the June 30, 1989 ROD, CERCLA, the NCP, the Final Design Drawings and Specifications and the requirements and schedules specified in this Order. All actions and activities carried out by Respondents pursuant to this Order shall be performed in accordance with all applicable Federal, State, and local laws and with applicable or relevant and appropriate regulations and requirements ["ARARs"] and relevant EPA guidance documents. Respondents shall obtain all permits and authorizations necessary for off-site Work and shall timely complete and submit applications and requests for any such permits or authorizations.

2. This Order is not, and shall not be construed to be, a permit issued pursuant to any Federal, State, or local statute or regulation.

B. Assurance of Ability to Complete Work

1. Respondents shall jointly and/or severally demonstrate their ability to complete the Work required by this Order and to pay all claims that arise from the performance of the Work required by this Order by obtaining, and presenting to EPA for approval within thirty (30) days of EPA's acceptance of the Respondents' contractor(s), the following:

a. One of the following sufficient to demonstrate ability to complete the Work:

- (i) a performance bond;
- (ii) a letter of credit;
- (iii) a guarantee by a third party; or
- (iv) yearly internal financial information, sufficient to demonstrate to EPA's satisfaction that Respondents jointly and/or severally have enough assets to complete the Work required by this Order; and

2. Copies of insurance policies issued to Respondents or their contractors or, in the alternative, one of the above-described financial assurances sufficient to cover the following:

(a) Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the Commonwealth of Pennsylvania;

(b) Comprehensive General Liability Insurance, including:

- (i) Contractual Liability - \$1 million each contract;
- (ii) Bodily Injury Liability - \$1 million each person; \$1 million each accident;
- (iii) Property Damage - \$1 million each accident; and

(c) Umbrella Policy in the amount of \$3 million which shall provide coverage in excess of the underlying coverage described above.

3. For each year that any Respondent seeks to satisfy the requirements of Section VII.B of this Order by submitting internal financial information, such Respondent shall submit sworn statements containing such information on the anniversary of the effective date of this Order until EPA determines, in accordance with Section XXIII of this Order, that all Work required pursuant to this Order has been fully performed and all Performance Standards have been met. The failure of any Respondent to demonstrate its ability to complete the Work required by this Order and pay all claims that arise from the performance of the Work, in any given year, shall not alter that Respondent's joint and several liability to comply with all other terms of this Order or alter any other Respondent's obligation to comply with the terms of this Order.

C. Contractor Qualifications; Performance

1. All aspects of the Work to be performed by Respondents pursuant to this Order shall be under the direction and supervision of qualified personnel, the selection of which shall be subject to acceptance by EPA. Within fourteen (14) days after the effective date of this Order, Respondents shall notify EPA in writing of the identity and qualifications of the contractor(s) and subcontractors to be used in carrying out all Work required by this Order. Respondents shall have a continuing obligation to provide written notification to EPA of changes in contractors and subcontractors and the retention of additional

contractors and subcontractors hired to perform Work pursuant to this Order. Such notifications shall be submitted at least five (5) days prior to a change in contractors and subcontractors or the retention of additional contractors and subcontractors.

2. EPA may disapprove at any time the use of any contractor, subcontractor, supervisory personnel, or other persons retained to conduct or monitor any of the Work required by this Order. In the event of disapproval, Respondents shall notify EPA within fourteen (14) days of receipt of such disapproval, of the person, contractor or subcontractor that will replace the one that was disapproved.

3. Within fourteen (14) days of receipt of EPA acceptance of the Respondents' contractor(s), Respondents shall enter into an agreement with such contractor(s) to perform the Work required by this Order.

4. Neither the United States nor EPA shall be considered a party to any contract between or among Respondents and any contractors, subcontractors or other persons retained to conduct or monitor Work required by this Order.

D. Respondents Shall Perform the Work as Follows:

1. Preliminary Tasks and Deliverables

Within thirty (30) days of EPA's acceptance of a Project Coordinator in accordance with Section IX of this Order, but in no event later than fifty eight (58) days after the effective date of this Order, Respondents shall submit all

required plans and data to EPA's Project Coordinator including, but not limited to, the following: (1) a schedule for implementing the Final Design Drawings and Specifications; (2) an identification of the site contractor(s); (3) a Sampling Plan for risk assessment purposes including an agreement for analyses at a currently approved Contract Laboratory; (4) Site Safety, Health and Emergency Response Plans; (5) a Contingency Plan; (6) a Construction Quality Assurance Plan (CQAP); (7) a plan for gathering additional data or information, or performing additional feasibility studies in order to implement the Work; and (8) any other appropriate components to implement the Work. The CQAP shall describe the approach to quality assurance during construction activities at the Site and shall specify a quality assurance official (QA Official), independent of the construction contractor, to conduct a quality assurance program during the construction phase of the project. Unless otherwise directed by the EPA in writing, Respondents shall not commence Work at the Site prior to EPA's written approval of the Remedial Action Work Plan.

2. Remedial Action Work Plan

a. Within thirty (30) days of Respondents' receipt of EPA approval of all preliminary Tasks and Deliverables, but in no event later than eighty eight (88) days after the effective date of this Order, Respondents shall submit a Remedial Action Work Plan to EPA for review and approval. The Remedial Action Work Plan shall provide for construction of the Phase I remedy, as set

forth in the Final Design Drawings and Specifications and shall be developed in accordance with the ROD, any amendment to the ROD, and any Explanation of Significant Differences ["ESD"] issued by EPA pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617. Upon approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Order.

b. The Remedial Action Work Plan shall include methodologies, plans and expeditious schedules for completion of at least: (1) selection of the Remedial Action contractor; (2) implementation of the Final Design Drawings and Specifications; (3) implementation of the CQAP; (4) development and submission of a plan for soil sampling for risk assessment; (5) identification of and satisfactory compliance with applicable permitting requirements; and (6) implementation of the Contingency Plan. The Remedial Action Work Plan shall also identify the initial formulation of Respondent's Remedial Action Project Team (including the lead/prime Contractor) and an expeditious schedule for implementation of all Remedial Action tasks identified in the Final Design Drawings and Specifications.

c. At the same time of submission of the Remedial Action Work Plan, Respondents shall submit to EPA and the State a Site Safety Health & Emergency Response Plan ["SHERP"] for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

3. Remedial Action

a. Upon Respondent's receipt of approval of the Remedial Action Work Plan by EPA, Respondents shall implement the activities required by the Remedial Action Work Plan in accordance with the Remedial Action Work Plan schedules and the Health and Safety Plan. The Respondents shall submit all plans, submittals, or other deliverables required under each approved Remedial Action Work Plan for review and approval pursuant to Section VIII of this Order in accordance with the approved schedule. Unless otherwise directed by EPA, Respondents shall not commence physical activities at the Site prior to receipt of approval of the Remedial Action Work Plan.

b. The Work performed by the Respondents pursuant to this Order shall, at a minimum, achieve the Performance Standards for Remedial Action specified in the ROD, the Final Design Drawings and Specifications and the EPA approved Remedial Action Work Plan.

c. If Respondents seek to retain a construction contractor to assist in the performance of the Remedial Action, Respondents shall submit a copy of the solicitation documents, including but not limited to the Request For Proposals or Invitation for Bids, to EPA not later than five (5) days after publishing the solicitation documents.

d. Within thirty (30) days after receipt of EPA approval of the Remedial Action Work Plan, Respondents shall notify EPA in writing of the name, title, and qualifications of any

construction contractor proposed to be used in carrying out work under this Order. Additional notification requirements and acceptance procedures are set forth above in Section VII.C.

e. Not later than twenty-one (21) days after receipt of EPA's acceptance of a construction contractor in accordance with Section VII.C. of this Order, Respondents shall submit a Construction Management Plan to EPA for review and approval. The Construction Management Plan shall identify personnel, their experience, their qualifications, and their responsibilities for construction activities, and shall include a detailed schedule for completing all construction activities. Upon approval by EPA, the Construction Management Plan is incorporated into and enforceable under this Order.

f. Within forty-five (45) days after receipt of EPA approval of the Construction Management Plan, Respondents shall begin on-site implementation of the Remedial Action and shall implement and comply with the schedules and terms of the approved Construction Management Plan including submission of all deliverables relating to Remedial Action as defined in the Remedial Action Work Plan and the Construction Management Plan.

g. Respondents remain fully responsible for achieving the Performance Standards in the ROD, the Final Design Drawings and Specifications, and the EPA-approved Work Plan. Nothing in this Order, or in EPA's approval of the Remedial Action Work Plan or any other submission, shall be deemed to constitute a warranty or representation of any kind by EPA that full performance of the

Remedial Action will achieve the Performance Standards set forth in the ROD, the Final Design Drawings and Specifications, and in the EPA-approved Work Plan. Respondents' compliance with such approved documents does not foreclose EPA from seeking additional work to achieve the applicable Performance Standards.

4. Off-Site Shipments

a. Respondents shall, at least twenty-one (21) days prior to any off-Site shipment of hazardous substances from the Site to a waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to EPA's Remedial Project Manager ["RPM"] of such shipment of hazardous substances. However, the notification of shipments shall not apply to any off-Site shipments when the total volume of all shipments from the Site to the waste management facility will not exceed ten (10) cubic yards.

b. The notification shall be in writing, and shall include the following information, where available:

- (i) the name and location of the facility to which the hazardous substances are to be shipped;
- (ii) the type and quantity of the hazardous substances to be shipped;
- (iii) the expected schedule for the shipment of the hazardous substances; and
- (iv) the method of transportation.

Respondents shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous

substances to another facility within the same state, or to a facility in another state.

c. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the Remedial Action. Respondents shall provide all relevant information, including information under the categories noted in Section VII.D.4.b above, on the off-Site shipments as soon as practicable after the award of the contract and at least fourteen (14) days before the hazardous substances are planned to be shipped.

d. All materials removed from the Site shall be disposed of or treated at a facility in accordance with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), the EPA "Revised Off-Site Policy", and all other applicable or relevant and appropriate Federal, State and local requirements.

5. Progress Reports

a. In addition to the other deliverables set forth in this Order, Respondents shall provide written monthly progress reports to EPA with respect to actions and activities undertaken pursuant to this Order. The progress reports shall be submitted on or before the fifth day of each month following the effective date of this Order. Respondents' obligation to submit progress reports continues until EPA provides Respondents written notice that Respondents have demonstrated, to EPA's satisfaction, that all Work required pursuant to this Order has been fully performed and all Performance Standards have been met. At a minimum these

progress reports shall:

- i. Describe the actions that have been taken to comply with this Order during the prior month;
 - ii. Include all results of sampling and tests and all other data received by Respondents and not previously submitted to EPA;
 - iii. Describe all Work planned for the next month with schedules relating such Work to the overall project schedule for Remedial Action completion;
 - iv. Describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays;
 - v. Include any additional components listed in the final Design Drawings and Specifications;
- b. Failure to submit written reports in accordance with the requirements of Section VII.D.5. shall constitute a violation of this Order.

VIII. PLANS AND REPORTS REQUIRING EPA APPROVAL

- A. All deliverables, reports or other items required by this Order shall be submitted to EPA for approval.
- B. To the maximum extent possible, communications between the Respondents and EPA and all documents, including reports,

approvals, and other correspondence, concerning the activities performed pursuant to this Order, shall be directed to the EPA Remedial Project Manager and the Respondents' Project Coordinator by overnight mail or equivalent delivery.

C. Unless otherwise provided, three copies of all documents, including reports, approvals, and other correspondence submitted to EPA pursuant to this Order, shall be directed to the EPA Remedial Project Manager identified pursuant to Section IX of this Order in accordance with the requirements of that Section. Three copies of all such documents shall simultaneously be submitted to the Commonwealth of Pennsylvania to provide the State an opportunity to review and comment to EPA at the following address:

Ronald Klinikowski
PA Department of Environmental Resources
623 Cherry Street
Reading, PA 19602

D. After review of any deliverable, plan, report or other item that is required to be submitted for review and approval pursuant to this Order, EPA may: (1) approve the submission; (2) approve the submission with required modifications; (3) disapprove the submission and direct Respondents to re-submit the document after fully addressing EPA's comments; or (4) disapprove the submission and perform all or any part of the response action. As used in this Order, the terms "approval by EPA," "EPA approval," or equivalent term means the action described in items (1) or (2) of this paragraph.

E. In the event of approval by EPA, Respondents shall

proceed to take any action required by the plan, report, or other item, as approved or modified by EPA.

F. Upon receipt of a notice of disapproval or a requirement for a modification, Respondents shall, within twenty-one (21) days or such other time as specified by EPA in its notice of disapproval or requirement for modification, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval, or approval with modifications, Respondents shall proceed, at the direction of EPA, to implement any action required by any non-deficient portion of the submission.

G. If any submission is disapproved by EPA, Respondents shall be deemed to be in violation of this Order and EPA may perform all or any part of the response action. Such performance by EPA shall not release Respondents from their obligation to comply with all other requirements of this Order and shall not release Respondents from liability for penalties and/or damages for all violations of this Order.

H. EPA's decisions regarding the sufficiency or acceptability of all documents and of any activities performed pursuant to this Order shall be controlling.

I. Notwithstanding any action by EPA, Respondents remain fully responsible for achievement of all Performance Standards. Nothing in this Order, or in EPA's approval of any submission, shall be deemed to constitute a warranty or representation of any kind by EPA that full performance of the Remedial Action will

achieve the Performance Standards set forth in the ROD and Design Documents. Respondents' compliance with such approved documents does not foreclose EPA from requiring additional work to achieve the applicable Performance Standards.

IX. DESIGNATED PROJECT COORDINATORS

A. The EPA's Project Coordinator shall be the EPA Remedial Project Manager. Unless otherwise directed by the EPA Remedial Project Manager, all communications, whether written or oral, from Respondents to EPA shall be directed to EPA's Remedial Project Manager. EPA's Remedial Project Manager is:

Victor J. Janosik
U.S. Environmental Protection Agency
Region III
841 Chestnut Building (3HW22)
Philadelphia, PA 19107
(215) 597-0676

B. EPA has the unreviewable right to change its Remedial Project Manager. If EPA changes its Remedial Project Manager, EPA will inform Respondents in writing of the name, address, and telephone number of the new Remedial Project Manager.

C. EPA's Remedial Project Manager shall have the authority lawfully vested in a Remedial Project Manager by the National Contingency Plan, 40 C.F.R. Part 300 et seq., and any amendment thereto. In addition, EPA's Remedial Project Manager shall have authority, consistent with the NCP, to halt, conduct or modify any work required by this Order, and to take any necessary response action when the Remedial Project Manager or other EPA official determines that conditions at the Site may present a

threat to public health or welfare or the environment.

D. Within ten (10) days after the effective date of this Order, Respondents shall designate a Project Coordinator and shall submit the name and qualifications of the Project Coordinator, including any support entities and staff, to EPA for review and acceptance. Respondents' Project Coordinator shall be a technical and/or managerial representative of Respondents and may be a contractor and/or consultant. Respondents' Project Coordinator cannot be a legal representative of any Respondent to this Order. Respondents' Project Coordinator shall be responsible for overseeing the Respondents' implementation of this Order. If Respondents wish to change their Project Coordinator, Respondents shall provide written notice to EPA, at least five (5) days prior to changing the Project Coordinator, of the name and qualifications of the new Project Coordinator.

E. Respondents' selection of a Project Coordinator shall be subject to EPA acceptance. If EPA does not accept the selection of the Project Coordinator, Respondents shall submit to EPA a list of proposed Project Coordinators, including primary support entities and staff, that would be acceptable to them, within thirty (30) days after receipt of EPA's notice not to accept the Project Coordinator previously selected. EPA will then provide written notice to Respondents, and the Respondents may then select any accepted Project Coordinator from EPA's list and shall notify EPA of the name of the Project Coordinator selected within twenty-one (21) days of EPA's designation of accepted Project

Coordinators.

F. Each Project Coordinator will be responsible for overseeing the implementation of this Order.

G. No advice or guidance from the EPA Remedial Project Manager shall relieve Respondents of any obligations under this Order.

X. FAILURE TO ATTAIN PERFORMANCE STANDARDS

A. In the event that EPA determines that additional response activities are necessary to meet applicable Performance Standards, EPA may notify Respondents that additional response actions are necessary.

B. Unless otherwise stated by EPA, within thirty (30) days of receipt of notice from EPA that additional response activities are necessary to meet any applicable Performance Standard in the ROD or Design Documents, Respondents shall submit for approval by EPA a Work Plan for the additional response activities. The Work Plan shall conform to the applicable requirements of this Order, and shall be subject to the requirements, procedures and provisions of this Order. Upon EPA's approval of the Work Plan for additional response activities, the Work Plan shall become an enforceable part hereof and Respondents shall implement that Work Plan in accordance with the provisions and schedule contained therein.

XI. EPA PERIODIC REVIEW

Under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable regulations, EPA must review the Remedial Action at least every five (5) years after commencement of the Remedial Action, if hazardous substances remain on the Site, to assure that the work performed pursuant to this Order adequately protects human health and the environment. Until such time as EPA certifies completion of the Work, Respondents shall conduct the requisite studies, investigations, or other response actions as determined necessary by EPA in order to permit EPA to conduct the reviews under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c). As a result of any reviews performed under this Section, Respondents may be required to perform additional work or to modify work previously performed.

XII. ENDANGERMENT AND EMERGENCY RESPONSE

A. In the event of any action, occurrence or situation during the performance of the Work that causes or threatens to cause a release of a hazardous substance or that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately notify EPA's Remedial Project Manager. Further, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or endangerment and shall take such action in consultation with EPA's RPM and in accordance with all applicable provisions of this Order, including but not limited to the Health and Safety Plan and the Contingency Plan developed pursuant to this Order.

If EPA's RPM is not available, Respondents shall notify Region III's Eastern Response Section by telephoning (215) 597-9898.

B. Nothing in the preceding paragraph shall be deemed to limit any authority of the United States to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants on, at, or from the Site.

XIII. ACCESS

A. As of the effective date of this Order, each Respondent leasing, owning, or otherwise controlling property wherein Work must be undertaken pursuant to this Order shall provide access to EPA, the Commonwealth of Pennsylvania and the Respondents and their respective employees, agents, consultants, contractors, and other authorized and/or designated representatives for the purposes of conducting any activity required by or related to this Order. Such access shall permit EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives to conduct all activities described in Section XIII.C below.

B. To the extent that Work required by this Order must be performed on property not owned or controlled by Respondents, the Respondents shall use best efforts to obtain access agreements from the present owners of such property within thirty (30) days of the effective date of this Order. At a minimum, best efforts

shall include, but shall not be limited to, a certified letter from Respondents to the present owners of such property requesting access agreements fulfilling the requirements of Section XIII.A. and C. In the event that the property owners refuse to provide such access or access agreements are not obtained within thirty (30) days of the effective date of this Order, whichever occurs sooner, the Respondents shall immediately notify EPA, in writing, of all efforts to obtain access and the circumstances of their failure to secure access agreements. EPA may, in its discretion, thereafter assist Respondents in obtaining access.

C. EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives shall have the authority to enter and freely move about all property wherein Work must be undertaken pursuant to this Order at all reasonable times for the purposes of, inter alia, inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting such tests and taking such samples as EPA deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to EPA by the Respondents. In addition, EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives shall have authority to enter, at all reasonable times, all areas in which records related to the performance of the Work required by this Order are retained as provided in

Section XIV below. The Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to Work undertaken pursuant to this Order. Nothing herein shall be interpreted as limiting the inspection or information gathering authorities of EPA under Federal law.

D. Notwithstanding any provision of this Order, EPA retains all access authorities and rights under CERCLA and any other applicable statute and regulation.

XIV. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. Respondents shall notify EPA in writing not less than ten (10) days in advance of any sample collection activity to be undertaken pursuant to this Order.

B. 1. Subject to the provisions contained in Section XIV.B.2 of this Order, EPA and its authorized representatives shall have full access to all information maintained or created by, or on behalf of, Respondents in connection with activities conducted pursuant to this Order including, but not limited to, contractual documents, sampling data, and field notes. All such information requested by EPA and maintained by Respondents and/or Respondents' contractors, agents, or assigns (and, where appropriate, information required by Section XIV.B.2 of this Order), shall be made available to EPA and/or its authorized representatives within thirty (30) days of receipt of any such request.

2. Respondents' obligation to disclose information requested by EPA pursuant to Sections XIII and XIV.B.1 of this Order is subject to applicable privileges recognized by Federal courts under Federal law, provided that no sample results or analytical data shall be claimed as privileged. Where a claim of privilege is invoked as to information, Respondents shall identify such information and state the basis of any privilege claimed. In the event Respondents withhold a document as privileged, Respondents shall provide EPA with the date, title, author, and addressee/recipient of the document; a description of the contents of the document; and the identity and basis of each privilege asserted.

C. Upon reasonable notice, Respondents and/or their contractors or subcontractors shall make themselves available for such meetings, conferences, and/or inspections with EPA, or its representatives, as may be necessary for EPA to oversee the performance of Work required by this Order.

D. At the request of EPA, Respondents shall provide EPA and/or its authorized representatives with split or duplicate samples of any material sampled in connection with the implementation of this Order and/or shall permit EPA and/or its authorized representatives to take such split or duplicate samples of any samples taken.

E. The Respondents may assert a claim of business confidentiality covering part or all of the information or documentation requested by or provided under this Order in the

manner described in 40 C.F.R. § 2.203(b). Such an assertion shall be substantiated in accordance with 40 C.F.R. § 2.204(e)(4) at the time the assertion is made. Information subject to such a claim will be handled in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no claim of business confidentiality accompanies the information or documentation when it is submitted or made available to EPA, it may be made available to the public by EPA without further notice to Respondents. Respondents shall not assert confidentiality claims with respect to any data related to Site conditions, sampling, analytical or monitoring data.

F. Respondents shall maintain, for the period during which this Order is in effect, an index of documents that Respondents claim contain confidential business information. The index shall contain, for each document, the date, author, addressee and subject of the document. Upon written request from EPA, Respondents shall submit a copy of the index to EPA.

G. Respondents shall cooperate with EPA to ensure that all data generated as part of Work performed under this Order is maintained in a computerized system that is compatible with EPA's Personal Computer Data Management System. The means of storing and manipulating data generated as part of Work performed under this Order shall be described, in a Data Management Plan, as a component of the Sampling and Analysis Plan required under Section XV.B.5 below. Upon request from EPA, Respondents' computerized data bases pertaining to the Work shall be provided

to EPA within thirty (30) days of such request.

XV. QUALITY ASSURANCE

A. Respondents shall use the quality assurance and quality control (QA/QC) procedures, including chain of custody procedures, described in the "EPA NEIC Policies and Procedures Manual," May 1978, revised May 1986, EPA Document Number 330/9-78-001-R; EPA's "Guidelines and Specifications for Preparing Quality Assurance Program Documentation," June 1, 1987; "Preparing Perfect Project Plans", October 1989, (EPA/600/9-89/087); EPA's "Data Quality Objectives for Remedial Response Activities," March 1987, (EPA/540/G87/003 and 004); and any amendments to these documents, while conducting all sample collection and analysis activities required herein by this Order.

B. In order to provide quality assurance and maintain quality control regarding all samples collected pursuant to this Order, Respondents shall at a minimum:

1. Use only laboratories that have a documented Quality Assurance Program that complies with current EPA guidance, including EPA guidance document QAMS-005/80.

2. Ensure that the laboratory the Respondents use for analysis performs the analyses according to a method or methods deemed satisfactory to EPA and submits all protocols to be used for analyses to EPA at least twenty-one (21) days before beginning analysis.

3. Ensure that EPA personnel and EPA's authorized

representatives are allowed reasonable access to the laboratory(ies), records and personnel utilized by the Respondents for analysis of samples collected pursuant to this Order.

4. Prepare a Sampling and Analysis Plan for the sample collection and analyses to be conducted pursuant to this Order. Respondents shall submit the Sampling and Analysis Plan to the EPA Remedial Project Manager for review and approval prior to initiating any field investigation. The purpose of the Sampling and Analysis Plan is to present, in detail, the policy, organization, functional activities, quality assurance and quality control protocols necessary to achieve Data Quality Objectives to be set forth in the Remedial Action Work Plan and the sampling protocols and procedures to be used, and the types, locations and frequency of samples to be taken as a part of the Remedial Action. The guidances referenced in Section XV.A. above, shall be used as guidance in the preparation of the Sampling and Analysis Plan. Additional guidance may be provided by EPA upon request.

5. Submit, as part of the Sampling and Analysis Plan, a Quality Assurance Project Plan ("QAPP") for the sample collection, transportation, analysis and reporting to be conducted during the implementation of this Order. The Respondents shall submit the QAPP to the EPA Remedial Project Manager for review and approval prior to initiating any field investigations. The purpose of the QAPP is to present, in

detail, the data quality objectives, sample collection procedures, and data analysis processes and procedures to ensure that data quality objectives are met.

6. Ensure, except where otherwise specified in Final Design Drawings and Specifications, the Remedial Action Work Plan and subsequent EPA-approved Plans prepared as part of this Order, that laboratory(ies) analyzing samples required by this Order use the methods described by, and submit deliverables delineated in, the current "Statement of Work of the EPA Contract Lab Program" ("CLP"). All constituents and physical parameters to be analyzed for which CLP methods will not be used shall be described in detail in the appropriate QAPP and approved by the EPA Remedial Project Manager prior to conducting of the sampling and analysis to be described in the respective QAPP.

7. Ensure that all laboratories analyzing samples pursuant to this Order demonstrate their capability to perform analyses throughout the Remedial Action in compliance with CLP requirements through the periodic analysis of Performance Evaluation ("PE") samples. Analysis of PE samples may be waived by EPA if the laboratory has satisfactorily analyzed PE samples submitted by EPA or PADER within the past six months. Documentation of such PE sample analyses shall be submitted to the EPA Remedial Project Manager by Respondents for verification in accordance with the schedule to be included in the Work Plan and approved by EPA.

8. Conduct, in accordance with the QAPP, an

appropriate number of audits of the laboratory(ies) that will analyze samples from the Site at a frequency to be specified in the QAPP during the time the laboratory(ies) is conducting analyses. The audits shall be conducted to verify analytical capability. Audit reports must be submitted to the EPA Remedial Project Manager within fifteen (15) days of completion of each audit. Respondents must report deficiencies, including all those which adversely impact data quality, reliability or accuracy, and take corrective action within two days of the time the Respondents knew or should have known of the deficiency. Laboratories which are CLP Laboratories need not be audited if the CLP procedures are employed.

9. Conduct, in accordance with the QAPP, an appropriate number of field audits during the Remedial Action to verify that sampling is being performed in accordance with the Sampling and Analysis Plan. Respondents shall submit a report of the field audit to the EPA Remedial Project Manager within fifteen (15) days of completion of the audit. Respondents must report deficiencies in implementation of the Sampling and Analysis Plan and propose corrective action within twenty-four (24) hours of the time the Respondents or any contractor or subcontractor discovers any deficiency. Respondents shall take immediate action to correct any deficiency.

10. Provide data validation of analyses performed by the laboratory(ies) in accordance with the "Functional Guidelines for Data Review" for data derived by CLP methods, or if another

method is used, the data validation shall be performed in accordance with the QA/QC data validation criteria set forth in that method. For methods lacking QA/QC data validation protocols, Respondents must establish validation criteria such as those in Section 8 of the EPA Series Methods in 40 C.F.R. § 136. The quality assurance data validation summary reports shall be submitted, along with sample data and summary sheets, to the EPA Remedial Project Manager in accordance with reporting requirements described in the Final Design Drawings and Specifications and Remedial Action Work Plan.

11. Unless otherwise directed by the EPA Remedial Project Manager, Respondents shall notify EPA not less than forty-five (45) days in advance of any sample collection activity conducted pursuant to this Order. At the request of EPA, Respondents shall allow split or duplicate samples to be taken by EPA or its authorized representatives, of any samples collected by Respondents with regard to the Site or pursuant to the implementation of this Order. In addition, EPA shall have the right to take any additional samples that EPA deems necessary.

12. Notwithstanding any provision of this Order, the United States retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, RCRA and any other applicable statutes or regulations.

XVI. RECORD PRESERVATION

A. Respondents shall preserve, during the pendency of this

Order and for a minimum of six (6) years after its termination, all records and documents in their possession that relate in any way to implementation of this Order, despite any document retention policy to the contrary.

B. Respondents shall use their best efforts to obtain copies of all documents relating in any way to the Site and which are in the possession of their employees, agents, accountants, contractors, or attorneys. After expiration of the six (6) year document retention period, Respondents shall notify EPA at least thirty (30) days prior to the destruction of any documents relating to this Order. Upon request by EPA and subject to Sections XIV.B. and XIV.E. of this Order, Respondents shall make available to EPA such records or copies of any such records.

C. Respondents shall ensure that any agreement between Respondents and any agent, contractor, consultant, or other person retained to perform or oversee Work pursuant to this Order shall explicitly require said agent, contractor, consultant, or other person to maintain and preserve, during the pendency of this Order and for a minimum of six (6) years after termination of this Order, all data, records, and documents within their respective possession or control which relate in any way to this Order or to hazardous substances management and disposal at the Site.

D. Respondents shall not destroy any records relating to this Order until notified by EPA, in accordance with this Section, that EPA has waived its right to obtain such records

from Respondents.

XVII. DELAY IN PERFORMANCE

A. Any delay in performance of this Order that, in EPA's judgment, is not properly justified by Respondents under the terms of this Section shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondents' obligations to perform fully all obligations under the terms and conditions of this Order.

B. Respondents shall notify EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to EPA's Remedial Project Manager within forty-eight (48) hours after Respondents first knew or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid and minimize any such delay. Within five (5) business days after notifying EPA by telephone, Respondents shall provide written notification to EPA that fully describes the nature of the delay, the measures taken and those planned to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities required by this Order is not justification for any delay in performance.

XVIII. ENFORCEMENT AND RESERVATIONS OF RIGHTS

A. EPA reserves all rights, claims, interests, and defenses

it has under CERCLA or any other law or in equity.

B. Nothing herein shall be construed as a release or covenant not to sue Respondents or to prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, to seek injunctive relief, or to seek the imposition of statutory penalties.

C. This Order concerns only Phase I of Remedial Action on Operable Unit No. 2. EPA reserves all rights, including the right to institute legal action against the Respondents, in connection with the performance of any response actions not addressed by this Order.

D. EPA reserves the right to disapprove of Work performed by Respondents pursuant to this Order, to require that Respondents correct and/or re-perform any and all Work disapproved by EPA, and to require that Respondents perform response actions in addition to those required by this Order.

E. EPA reserves the right to take enforcement actions, including actions for monetary penalties, for any violation of law, regulation or of this Order. Failure to comply with this Order subjects Respondents to the assessment of civil penalties of up to \$25,000 per day and/or punitive damages in an amount up to three times the amount of any costs incurred by the United States as a result of such failure pursuant to Sections 106(b) and 107(c) of CERCLA, 42 U.S.C. §§ 9606(b) and 9607(c). EPA may also undertake other actions as it may deem necessary or appropriate for any purpose including, but not limited to,

actions pursuant to Sections 104 and/or 106 of CERCLA, 42 U.S.C. §§ 9604 and/or 9606.

F. EPA reserves the right to undertake removal and/or remedial actions, including all actions required by this Order, at any time such actions are appropriate under CERCLA and the NCP, and to seek reimbursement from Respondents for any costs incurred.

G. EPA reserves the right to bring an action against Respondents pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of all response costs incurred by the United States in connection with this Order and not reimbursed by Respondents, as well as any other costs incurred by the United States in connection with response actions conducted or to be conducted pursuant to CERCLA at the Site. This reservation shall include but not be limited to past costs, direct costs, indirect costs, the costs of oversight, the costs of analyzing the cost documentation to support oversight cost demand, as well as accrued interest as provided in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

XIX. COMMUNITY RELATIONS

As requested by EPA, Respondents shall participate in the preparation of all appropriate information disseminated to the public and in public meetings which may be held or sponsored by EPA to explain activities at or concerning the Site.

XX. GENERAL PROVISIONS

A. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation that is or is not bound by this Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

B. This Order does not constitute any decision on pre-authorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

C. Neither EPA nor the United States, by issuance of this Order, assumes any liability for any acts or omissions by Respondents, or Respondents' employees, agents, contractors, or consultants engaged to carry out any action or activity pursuant to this Order, nor shall EPA or the United States be held as a party to any contract entered into by Respondents, Respondents' employees, agents, contractors, or consultants engaged to carry out the requirements of this Order.

D. Nothing herein shall constitute or be construed as a satisfaction or release from liability of Respondents or any other person.

XXI. OPPORTUNITY TO CONFER AND EFFECTIVE DATE

A. Not later than thirty (30) days from the date of

issuance of this Order, Respondents may confer with EPA to discuss the scope and applicability of this Order, the findings upon which this Order is based, the appropriateness of any action or activity required to be undertaken hereby, or other issues directly relevant to issuance of this Order. Such a conference is not, and shall not be deemed to be, an adversarial hearing or part of a proceeding to challenge this Order, and no official stenographic record of such proceeding shall be kept. Any request for a conference within the prescribed time frame shall be made to:

David A. Garrison (3RC21)
Assistant Regional Counsel
U.S. Environmental Protection Agency
841 Chestnut Building
Philadelphia, Pennsylvania 19107
(215) 597-9954

B. This Order is deemed "issued" on the date it is signed by the Regional Administrator of EPA Region III. This Order shall become effective sixty (60) days after the date of issuance.

XXII. NOTICE OF INTENT TO COMPLY

A. Each Respondent shall provide, not later than five (5) days after the effective date of this Order, written notice to EPA's Remedial Project Manager stating whether or not they will comply with the terms of this Order. If each Respondent does not unequivocally and unqualifiedly commit to perform the Remedial Action as provided by this Order, that Respondent shall be deemed to have violated this Order and to have failed or refused to

comply with this Order. In such notice, Respondents shall describe, using facts that exist on or prior to the effective date of this Order, any "sufficient cause" defenses asserted by Respondents under Sections 106(b) and 107(c)(3) of CERCLA, 42 U.S.C. §§ 9606(b) and 9607(c)(3). The absence of a response by EPA to the notice required by this Section shall not be deemed to be acceptance of Respondents' assertions.

B. Failure by any Respondent to provide notice under this Section shall be a violation of this Order and deemed to be a decision by such Respondent not to comply with the terms of this Order. Said failure to comply may result in a decision by EPA to file a judicial action or to initiate a Superfund response action at the Site and may subject that Respondent to liability for penalties and/or damages for violation of this Order.

XXIII. CERTIFICATION OF COMPLETION AND TERMINATION

A. Within thirty (30) days after Respondents conclude that the Remedial Action has been fully completed and all remedial objectives and Performance Standards addressed in the ROD and the Final Design Drawings and Specifications have been attained, they shall so notify EPA. Respondents shall conduct a pre-certification inspection to be attended by the EPA Remedial Project Manager, a Registered Professional Engineer and Respondents' Project Coordinator, to be followed by a written report submitted by the Respondents to EPA, within thirty (30) days of the pre-certification inspection. This report shall

certify that the Remedial Action has been completed in full satisfaction of the requirements of this Order. If, after completion of the pre-certification inspection and receipt and review of the written report, EPA determines that the Remedial Action or any portion thereof has not been completed in accordance with this Order, EPA will notify Respondents in writing of the activities that must be undertaken to complete the Remedial Action and/or achieve the Performance Standards and will set forth in the notice a schedule for performance of such activities. Respondents shall then perform all activities described in the notice in accordance with the specifications and schedules established therein. If EPA concludes, following the initial or any subsequent notification of completion by Respondents that the Remedial Action has been fully performed in accordance with this Order, EPA will so notify in writing to Respondents. Respondents' certification shall constitute the certification of completion of the Remedial Action for purposes of this Order. Respondents' certification, however, shall not limit EPA's right to perform periodic reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c).

B. Within ninety (90) days after Respondents conclude that all phases of the Work have been fully performed, that all remedial objectives proposed in the ROD and/or revised by EPA in the Periodic Review discussed in Section XI of this Order and Performance Standards set forth in the ROD and the Remedial Action Work Plan have been attained, Respondents shall so notify

EPA by submitting a written report by a Registered Professional Engineer certifying that the Work has been completed in full satisfaction of the requirements of this Order. EPA will either notify Respondents of additional activities necessary to complete the Work or EPA will issue a written certification that the Work has been completed, as appropriate, in accordance with the procedures set forth in Section XXIII.A. for certification of completion of the Remedial Action. EPA's notification shall not limit EPA's right to perform periodic reviews or to take or require any action that in the judgment of EPA is appropriate at the Site in accordance with Sections 104 and/or 106 of CERCLA, 42 U.S.C. §§ 9604 and/or 9606.

C. The written report provided to EPA pursuant to Section XXIII.B. of this Order shall be accompanied by a sworn certification from the President, Vice President, Secretary, or Treasurer of each Respondent, which certification shall be in the following form:

"I certify that the information contained in or accompanying this [type of submission] is true, accurate, and complete.

As to [the/those] portion(s) of this [type of submission] for which I cannot personally verify [its/their] accuracy, I certify under the penalty of law that this [type of submission] and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature: _____
Name: _____
Title: _____

D. If EPA determines that all activities have been fully performed in accordance with this Order, EPA will so notify the Respondents. In the event EPA determines that activities have not been fully performed in accordance with the requirements of this Order, EPA will notify Respondents in writing of the activities or tasks which must be completed or undertaken to achieve compliance with this Order, together with a schedule for completing such actions.

XXIV. ADMINISTRATIVE RECORD

The Administrative Record compiled in support of this Order may be reviewed at the EPA Region III offices by contacting the EPA Remedial Project Manager.

XXV. THE UNITED STATES NOT LIABLE

The United States, by issuance of this Order, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or their directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order. Neither EPA nor the United States shall be deemed to be a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to

this Order.

XXVI. MODIFICATIONS

This Order may be modified at any time, in writing, by the
EPA Regional Administrator for Region III.

IT IS SO ORDERED.

Edwin B. Erickson

for
EDWIN B. ERICKSON
Regional Administrator
U.S. Environmental Protection Agency
Region III

7-31-91

DATE

EXHIBIT 2

Final Design Drawings and Specifications

Phase I of Operable Unit No. 2

All provisions of Exhibit 2 are applicable under this Order with the following exceptions:

Division 1, General Requirements. The provisions of Division 1 DO NOT APPLY under this Order with the following exceptions:

<u>Section</u>	<u>Para</u>	
01100	25	Accommodations for groundwater inspectors
01300	all	Environmental Protection
01401	13	Air Monitoring. These provisions should be considered minimum requirements for inclusion in the SHERP.
01470	1, 2	Site Security
01488	1,2,4	Survey Data

The provisions of the remaining Division 1 Sections, including the SHERP, Quality Control, Sampling Plan, Spill and Discharge Plan, Site Security, Decontamination and Disposal, etc., may be used as a models for preparation and submission of documents otherwise required under the provisions of this Order.

Where used in this Exhibit, the term "Contracting Officer" should be read to reflect the Respondent's organizational structure and titles. The term "Contractor" shall mean the Respondents performing Work under this Order.

Exposure to high concentrations of benzene in the air causes central nervous system depression and cardiovascular effects, and dermal exposure may cause dermatitis.

c. **Cadmium.** Cadmium is a Class B1 carcinogen by the inhalation route. Ingestion of the metal and soluble compounds causes increased salivation, choking, vomiting, abdominal pain, anemia, renal dysfunction, diarrhea and tenesmus. Inhalation of dust and fumes causes cough, headache, vomiting, chest pain, extreme restlessness and irritability, pneumonitis, and possibly bronchopneumonia.

d. **Chlorinated Benzenes.** Chlorinated benzenes detected at the Site include 1,2-dichlorobenzene, 1,2,4-trichlorobenzene and chlorobenzene. These compounds irritate the skin and eyes and causes nausea and membrane irritation if inhaled. 1,2,4-trichlorobenzene has been shown to have minor effects on the liver and kidneys of several species of experimental animals after exposure through inhalation.

e. **Chromium.** Hexavalent chromium is a Class A carcinogen by the inhalation route. An increased incidence of lung cancer has been seen in workers occupationally exposed to chromium. Chromium is also a skin irritant and inhalation may lead to ulceration of respiratory passages. Oral ingestion may lead to severe irritation of the gastrointestinal tract, circulatory shock and renal damage.

f. **Copper.** Copper is one of the most mobile metals in the environment. Copper is acutely toxic to aquatic

organisms and tends to concentrate in the tissues of fresh water aquatic species.

g. **Ethylbenzene.** Ethylbenzene is acutely toxic to freshwater species at levels greater than 32 milligrams per liter ["mg/l"].

h. **Lead.** Lead is a Class B2 carcinogen. Exposure of a pregnant woman to lead results in the transfer of lead to the fetus and may cause pre-term birth, reduced birth weight, and decreased IQ in the infant. Lead exposure also may cause measurable cognitive retardation, lower IQ scores, and reduced growth in young children. Adults exposed to high levels of lead can suffer anemia and severe damage to the brain, central nervous system, and kidneys. Low level lead exposure may increase blood pressure in middle-aged men. In addition, lead may induce abortion and cause damage to the male reproductive system.

i. **Methylene chloride.** Methylene chloride has been shown to increase the incidence of lung and liver tumors and sarcomas in rats and mice. It has also been found to be mutagenic in bacterial test systems. In humans, methylene chloride irritates the eyes, mucous membranes and skin. Exposure to high levels adversely affects the central and peripheral nervous systems and the heart.

j. **Naphthalene.** Ingestion, inhalation, or skin absorption of small amounts of naphthalene may cause nausea, vomiting, diaphoresis, hematuria, hepatic necrosis, convulsions,

and coma.

k. **Phenolics.** Ingestion of small amounts of phenolics, may cause nausea, vomiting, circulatory collapse, paralysis, convulsions, coma and death from respiratory failure. Fatal poisoning may also occur from skin absorption following application to large areas.

l. **Phthalates.** These compounds, which include bis(2-ethylhexyl)phthalate, butylbenzyl phthalate and di-n-butylphthalate cause irritation of the stomach, the nasal passages and the upper respiratory system. Bis(2-ethylhexyl)phthalate is a Class B2 carcinogen.

m. **Polychlorinated Biphenyls ["PCBs"].** These compounds are classified as B2 carcinogens. There are reports of minor birth anomalies when humans are exposed to PCBs in utero. PCBs interfere with reproduction in phytoplankton. Other observed effects in mammals and birds include microsomal enzyme induction, tumor production and immunosuppression.

n. **Polycyclic Aromatic Hydrocarbons ["PAHs"].** PAHs can be persistent in the environment. Some are classified as B2 carcinogens. The carcinogenic PAHs are generally active in mutagenic assays and cause skin disorders and immunosuppression. Adverse effects on the liver and kidney have been associated with exposure to PAHs in general.

o. **Tetrachloroethane.** Tetrachloroethane is classified as a B2 carcinogen in the EPA's Health Effects Assessment Summary Tables ["HEAST"]. It was found to induce

liver tumors when administered orally to mice and was found to be mutagenic using a microbial assay system. Animals exposed by inhalation to tetrachloroethane exhibited liver, kidney, and central nervous system damage.

p. **Toluene.** In humans, acute exposure to toluene depresses the central nervous system and causes narcosis.

q. **1,1,1-Trichloroethane ["1,1,1-TCA"].** This organic compound was shown to be mutagenic using the Ames assay, and it causes transformation in cultured rat embryo cells. Inhalation of high concentrations of 1,1,1-TCA can depress the central nervous system, affect cardiovascular function, and damage the liver, lungs and kidneys of animals and humans.

r. **Trichloroethylene ["TCE"].** Trichloroethylene, also called trichloroethene, is a Class B2 carcinogen. TCE's non-cancerous effects include narcosis, enlargement of the liver and kidneys with accompanying enzyme changes, depressed hemoglobin synthesis and immunosuppression.

s. **Xylene.** Xylene vapor may cause irritation of the eyes, nose and throat. Repeated or prolonged skin contact with xylene may cause drying and defatting of skin, which may lead to dermatitis. Acute exposure to vapors may cause central nervous system depression and minor reversible effects upon liver and kidneys.

t. **Zinc.** Ingestion by humans of excessive amounts of zinc can cause fever, vomiting and stomach cramps. Zinc oxide fumes can cause metal fume fever. Inhalation of mists

or fumes of zinc may irritate eyes or skin. High levels of zinc in the human diet have been shown to retard growth and produce defective mineralization of bone. Zinc is acutely toxic to fresh water organisms.

2. EPA conducted a risk assessment of the Site as part of the RI/FS dated October, 1988. The 1989 ROD summarized the risk assessment findings. The findings show that the Site poses a risk to human health resulting from potential human exposure to hazardous substances at concentrations that may result in adverse health effects. Human exposure to hazardous substances released at or from the Site can occur through several routes, including by ingestion, inhalation, and direct dermal contact with contaminated Site soils. EPA personnel and/or contractors have observed children and adults at the Site, including hunters and motorbike riders. In addition, the Berks County Greenway Association is considering the development of a hiking/biking trail through the Site.

E. The Record of Decision

1. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS for Operable Unit No. 2 and the Proposed Plan for remedial action on May 24, 1989 and provided opportunity for public comment on the proposed remedial action.

2. EPA's selection of the remedial actions to be implemented at the Site is embodied in a final Record of Decision

["ROD"] executed on June 30, 1989 and attached as Exhibit 1. The Commonwealth of Pennsylvania has concurred with the ROD.

3. An Administrative Record, prepared in accordance with Section 113(k) of CERCLA, 42 U.S.C. § 9613(k), contains the documents and information that support the remedial action selected in the ROD.

4. The objectives of the selected remedial action for Source Areas 3,4,5 and 6 are:

- A. Prevent direct contact (incidental ingestion and dermal absorption) of contaminants in surface soils.
- B. Prevent inhalation of site contaminants.
- C. Restore the areas to vegetative cover.

5. The remedial action selected in the ROD for Source Areas 3,4,5 and 6 includes the installation of a cap over the Source Areas. The cap is designed to minimize risks associated with the hazardous substances presently in the soils.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

A. The Douglassville Disposal Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

B. "Hazardous substances", as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been disposed of, deposited, stored, placed, or otherwise come to be located on and remain at the Site.

C. There is an actual or threatened "release" as defined in

Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), of hazardous substances at or from the Site.

D. The actual or threatened release of hazardous substances at or from the Site may present an imminent and substantial endangerment to public health or welfare or the environment.

E. Each Respondent is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

F. Respondents Berks Associates, Inc.; H. Lester Schurr; Consolidated Rail Corporation and Monsey Products, Inc. currently own a portion of the Site, or owned and/or operated a portion of the Site at the time of disposal of hazardous substances at the Site, as the terms "owner" and "operator" are defined at Section 101(20) of CERCLA, 42 U.S.C. § 9601(20). Said respondents are therefore liable pursuant to Section 107(a)(1) and (2) of CERCLA, 42 U.S.C. § 9607 (a)(1) and (2).

G. Respondents or their predecessors Primerica Corporation; Caterpillar, Inc.; CRC Chemicals, Inc.; General Electric Company; Leeds & Northrup Company; Cooper Industries, Inc.; Handy & Harmon Tube Company, Inc.; Pennsylvania Power and Light Company, Inc.; Ametek, Inc.; Worthington Enterprises, Inc.; JGB Industries, Inc.; General Dynamics Corporation; New Jersey Transit Rail Operations, Inc.; Consolidated Rail Corporation; A & A Waste Oil Company; National Rail Passenger Corporation (Amtrak); Chrysler Corporation; Farley Industries, Inc.; Mack Trucks, Inc.; Mayer Pollock Steel Corporation; Textile Chemical Company; Werner's Bus Lines; Cerro Metal Products Company; Thomas

& Betts Corporation; Dana Corporation; Total Recovery, Inc.; Reclamation Resources, Inc. and Windsor Service, Inc. by contract, agreement or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by said Respondents or their predecessors. Hazardous substances of the type sent by said Respondents or their predecessors for disposal or treatment were found at the Site. Said Respondents are therefore liable pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

H. Respondents Total Recovery, Inc.; Reclamation Resources, Inc.; Simon Resources, Inc.; Mid-State Trading Company; Albert Cimino; James Gibbons and James Yerger accepted hazardous substances for transport to the Site and selected the Site. Said Respondents are therefore liable pursuant to Section 107 (a)(4) of CERCLA, 42 U.S.C. § 9607 (a)(4).

I. The contamination and endangerment at the Site constitute an indivisible harm.

J. EPA has determined that in order to protect the public health and welfare and the environment, Phase I of Operable Unit No. 2, as described herein, must be implemented to reduce or prevent current and future exposure of hazardous substances to groundwater, surface water, soil and sediment, and to reduce or prevent contaminant migration on and from the Site.

V. SCOPE OF THE RESPONSE ORDERED

Based on the foregoing, Respondents are hereby ordered, jointly and severally, to comply with the provisions of this Order, including but not limited to, all attachments to this Order, all documents incorporated by reference into this Order, and all schedules and deadlines in this Order, attached to this Order, or incorporated by reference into this Order.

VI. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or its implementing regulations. Whenever terms listed below are used in this Order or in the documents attached to this Order or incorporated by reference into this Order, the following definitions shall apply:

A. "Data Quality Objectives" ["DQOs"] are qualitative and quantitative statements which specify the quality of the data required to support EPA decisions during remedial response actions. EPA determines DQOs based on the end uses of the data to be collected.

B. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the end of the next working day.

C. "Final Design Drawings and Specifications" shall mean those Final Design Drawings and Specifications for construction of Phase I of Operable Unit No. 2 titled Final Design Analysis Douglassville Disposal Superfund Site, Phase I; Specifications (100%) Douglassville Disposal Superfund Site, Phase I; and Plans for Douglassville Disposal Superfund Site, Phase I. The Final Design Drawings and Specifications were completed by EPA and the United States Army Corps of Engineers and are incorporated into this order as Exhibit 2.

D. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300, including any amendments thereto.

E. "Operable Unit No. 2" means the Operable Unit associated with the Site that addresses sediment, soil and groundwater contamination as described more fully in the ROD for Operable Unit No. 2, dated June 30, 1989.

F. "Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations addressed in the ROD (Exhibit 1) and/or identified in the Final Design Drawings and Specifications (Exhibit 2). "Performance Standards" shall include the applicable or relevant and appropriate requirements ["ARARs"] stated in the ROD.

G. "Phase I" shall mean the remedial action phase of Operable Unit No. 2 that addresses the remediation of soils in Source Areas 3,4,5 and 6, as described more fully in the ROD and

the Final Design Drawings and Specifications.

H. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site, signed on June 30, 1989 by the Regional Administrator, EPA Region III, and attached hereto as Exhibit 1.

I. "Remedial Action" or "Remedial Activity" or "RA" shall mean those activities, as defined by Section 101(24) of CERCLA, 42 U.S.C. § 9601(24), to be undertaken by Respondents to implement Phase I of Operable Unit No. 2 as described more fully in the ROD and the Final Design Drawings and Specifications.

J. "Site" or the "Douglassville Disposal Site" shall mean the facility, as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), encompassing approximately 50 acres along Highway 724 just west of Douglassville in Union Township, Berks County, Pennsylvania, as further described in the Record of Decision that was issued by EPA in June 30, 1989 (See attached Exhibit 1).

K. "State" or "Commonwealth" shall mean the Commonwealth of Pennsylvania.

L. "Work" shall mean all activities Respondents are required to perform under this Order to implement the ROD for the Site, including the Remedial Action, tasks to be performed in accordance with any Work Plan required by this Order, and any other activities required to be undertaken pursuant to this Order.

VII. WORK TO BE PERFORMED

A. Requirement to comply with ROD, Final Design and ARARs

1. Based on the foregoing and the Administrative Record supporting this Order, it is hereby Ordered that Respondents implement Phase I of Operable Unit No. 2 as identified herein, in accordance with the June 30, 1989 ROD, CERCLA, the NCP, the Final Design Drawings and Specifications and the requirements and schedules specified in this Order. All actions and activities carried out by Respondents pursuant to this Order shall be performed in accordance with all applicable Federal, State, and local laws and with applicable or relevant and appropriate regulations and requirements ["ARARs"] and relevant EPA guidance documents. Respondents shall obtain all permits and authorizations necessary for off-site Work and shall timely complete and submit applications and requests for any such permits or authorizations.

2. This Order is not, and shall not be construed to be, a permit issued pursuant to any Federal, State, or local statute or regulation.

B. Assurance of Ability to Complete Work

1. Respondents shall jointly and/or severally demonstrate their ability to complete the Work required by this Order and to pay all claims that arise from the performance of the Work required by this Order by obtaining, and presenting to EPA for approval within thirty (30) days of EPA's acceptance of the Respondents' contractor(s), the following:

a. One of the following sufficient to demonstrate ability to complete the Work:

- (i) a performance bond;
- (ii) a letter of credit;
- (iii) a guarantee by a third party; or
- (iv) yearly internal financial information,

sufficient to demonstrate to EPA's satisfaction that Respondents jointly and/or severally have enough assets to complete the Work required by this Order; and

2. Copies of insurance policies issued to Respondents or their contractors or, in the alternative, one of the above-described financial assurances sufficient to cover the following:

(a) Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the Commonwealth of Pennsylvania;

(b) Comprehensive General Liability Insurance, including:

- (i) Contractual Liability - \$1 million each contract;
- (ii) Bodily Injury Liability - \$1 million each person; \$1 million each accident;
- (iii) Property Damage - \$1 million each accident; and

(c) Umbrella Policy in the amount of \$3 million which shall provide coverage in excess of the underlying coverage described above.

3. For each year that any Respondent seeks to satisfy the requirements of Section VII.B of this Order by submitting internal financial information, such Respondent shall submit sworn statements containing such information on the anniversary of the effective date of this Order until EPA determines, in accordance with Section XXIII of this Order, that all Work required pursuant to this Order has been fully performed and all Performance Standards have been met. The failure of any Respondent to demonstrate its ability to complete the Work required by this Order and pay all claims that arise from the performance of the Work, in any given year, shall not alter that Respondent's joint and several liability to comply with all other terms of this Order or alter any other Respondent's obligation to comply with the terms of this Order.

C. Contractor Qualifications; Performance

1. All aspects of the Work to be performed by Respondents pursuant to this Order shall be under the direction and supervision of qualified personnel, the selection of which shall be subject to acceptance by EPA. Within fourteen (14) days after the effective date of this Order, Respondents shall notify EPA in writing of the identity and qualifications of the contractor(s) and subcontractors to be used in carrying out all Work required by this Order. Respondents shall have a continuing obligation to provide written notification to EPA of changes in contractors and subcontractors and the retention of additional

contractors and subcontractors hired to perform Work pursuant to this Order. Such notifications shall be submitted at least five (5) days prior to a change in contractors and subcontractors or the retention of additional contractors and subcontractors.

2. EPA may disapprove at any time the use of any contractor, subcontractor, supervisory personnel, or other persons retained to conduct or monitor any of the Work required by this Order. In the event of disapproval, Respondents shall notify EPA within fourteen (14) days of receipt of such disapproval, of the person, contractor or subcontractor that will replace the one that was disapproved.

3. Within fourteen (14) days of receipt of EPA acceptance of the Respondents' contractor(s), Respondents shall enter into an agreement with such contractor(s) to perform the Work required by this Order.

4. Neither the United States nor EPA shall be considered a party to any contract between or among Respondents and any contractors, subcontractors or other persons retained to conduct or monitor Work required by this Order.

D. Respondents Shall Perform the Work as Follows:

1. Preliminary Tasks and Deliverables

Within thirty (30) days of EPA's acceptance of a Project Coordinator in accordance with Section IX of this Order, but in no event later than fifty eight (58) days after the effective date of this Order, Respondents shall submit all

required plans and data to EPA's Project Coordinator including, but not limited to, the following: (1) a schedule for implementing the Final Design Drawings and Specifications; (2) an identification of the site contractor(s); (3) a Sampling Plan for risk assessment purposes including an agreement for analyses at a currently approved Contract Laboratory; (4) Site Safety, Health and Emergency Response Plans; (5) a Contingency Plan; (6) a Construction Quality Assurance Plan (CQAP); (7) a plan for gathering additional data or information, or performing additional feasibility studies in order to implement the Work; and (8) any other appropriate components to implement the Work. The CQAP shall describe the approach to quality assurance during construction activities at the Site and shall specify a quality assurance official (QA Official), independent of the construction contractor, to conduct a quality assurance program during the construction phase of the project. Unless otherwise directed by the EPA in writing, Respondents shall not commence Work at the Site prior to EPA's written approval of the Remedial Action Work Plan.

2. Remedial Action Work Plan

a. Within thirty (30) days of Respondents' receipt of EPA approval of all preliminary Tasks and Deliverables, but in no event later than eighty eight (88) days after the effective date of this Order, Respondents shall submit a Remedial Action Work Plan to EPA for review and approval. The Remedial Action Work Plan shall provide for construction of the Phase I remedy, as set

forth in the Final Design Drawings and Specifications and shall be developed in accordance with the ROD, any amendment to the ROD, and any Explanation of Significant Differences ["ESD"] issued by EPA pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617. Upon approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Order.

b. The Remedial Action Work Plan shall include methodologies, plans and expeditious schedules for completion of at least: (1) selection of the Remedial Action contractor; (2) implementation of the Final Design Drawings and Specifications; (3) implementation of the CQAP; (4) development and submission of a plan for soil sampling for risk assessment; (5) identification of and satisfactory compliance with applicable permitting requirements; and (6) implementation of the Contingency Plan. The Remedial Action Work Plan shall also identify the initial formulation of Respondent's Remedial Action Project Team (including the lead/prime Contractor) and an expeditious schedule for implementation of all Remedial Action tasks identified in the Final Design Drawings and Specifications.

c. At the same time of submission of the Remedial Action Work Plan, Respondents shall submit to EPA and the State a Site Safety Health & Emergency Response Plan ["SHERP"] for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

3. Remedial Action

a. Upon Respondent's receipt of approval of the Remedial Action Work Plan by EPA, Respondents shall implement the activities required by the Remedial Action Work Plan in accordance with the Remedial Action Work Plan schedules and the Health and Safety Plan. The Respondents shall submit all plans, submittals, or other deliverables required under each approved Remedial Action Work Plan for review and approval pursuant to Section VIII of this Order in accordance with the approved schedule. Unless otherwise directed by EPA, Respondents shall not commence physical activities at the Site prior to receipt of approval of the Remedial Action Work Plan.

b. The Work performed by the Respondents pursuant to this Order shall, at a minimum, achieve the Performance Standards for Remedial Action specified in the ROD, the Final Design Drawings and Specifications and the EPA approved Remedial Action Work Plan.

c. If Respondents seek to retain a construction contractor to assist in the performance of the Remedial Action, Respondents shall submit a copy of the solicitation documents, including but not limited to the Request For Proposals or Invitation for Bids, to EPA not later than five (5) days after publishing the solicitation documents.

d. Within thirty (30) days after receipt of EPA approval of the Remedial Action Work Plan, Respondents shall notify EPA in writing of the name, title, and qualifications of any

construction contractor proposed to be used in carrying out work under this Order. Additional notification requirements and acceptance procedures are set forth above in Section VII.C.

e. Not later than twenty-one (21) days after receipt of EPA's acceptance of a construction contractor in accordance with Section VII.C. of this Order, Respondents shall submit a Construction Management Plan to EPA for review and approval. The Construction Management Plan shall identify personnel, their experience, their qualifications, and their responsibilities for construction activities, and shall include a detailed schedule for completing all construction activities. Upon approval by EPA, the Construction Management Plan is incorporated into and enforceable under this Order.

f. Within forty-five (45) days after receipt of EPA approval of the Construction Management Plan, Respondents shall begin on-site implementation of the Remedial Action and shall implement and comply with the schedules and terms of the approved Construction Management Plan including submission of all deliverables relating to Remedial Action as defined in the Remedial Action Work Plan and the Construction Management Plan.

g. Respondents remain fully responsible for achieving the Performance Standards in the ROD, the Final Design Drawings and Specifications, and the EPA-approved Work Plan. Nothing in this Order, or in EPA's approval of the Remedial Action Work Plan or any other submission, shall be deemed to constitute a warranty or representation of any kind by EPA that full performance of the

Remedial Action will achieve the Performance Standards set forth in the ROD, the Final Design Drawings and Specifications, and in the EPA-approved Work Plan. Respondents' compliance with such approved documents does not foreclose EPA from seeking additional work to achieve the applicable Performance Standards.

4. Off-Site Shipments

a. Respondents shall, at least twenty-one (21) days prior to any off-Site shipment of hazardous substances from the Site to a waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to EPA's Remedial Project Manager ["RPM"] of such shipment of hazardous substances. However, the notification of shipments shall not apply to any off-Site shipments when the total volume of all shipments from the Site to the waste management facility will not exceed ten (10) cubic yards.

b. The notification shall be in writing, and shall include the following information, where available:

- (i) the name and location of the facility to which the hazardous substances are to be shipped;
- (ii) the type and quantity of the hazardous substances to be shipped;
- (iii) the expected schedule for the shipment of the hazardous substances; and
- (iv) the method of transportation.

Respondents shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous

substances to another facility within the same state, or to a facility in another state.

c. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the Remedial Action. Respondents shall provide all relevant information, including information under the categories noted in Section VII.D.4.b above, on the off-Site shipments as soon as practicable after the award of the contract and at least fourteen (14) days before the hazardous substances are planned to be shipped.

d. All materials removed from the Site shall be disposed of or treated at a facility in accordance with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), the EPA "Revised Off-Site Policy", and all other applicable or relevant and appropriate Federal, State and local requirements.

5. Progress Reports

a. In addition to the other deliverables set forth in this Order, Respondents shall provide written monthly progress reports to EPA with respect to actions and activities undertaken pursuant to this Order. The progress reports shall be submitted on or before the fifth day of each month following the effective date of this Order. Respondents' obligation to submit progress reports continues until EPA provides Respondents written notice that Respondents have demonstrated, to EPA's satisfaction, that all Work required pursuant to this Order has been fully performed and all Performance Standards have been met. At a minimum these

progress reports shall:

- i. Describe the actions that have been taken to comply with this Order during the prior month;
- ii. Include all results of sampling and tests and all other data received by Respondents and not previously submitted to EPA;
- iii. Describe all Work planned for the next month with schedules relating such Work to the overall project schedule for Remedial Action completion;
- iv. Describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays;
- v. Include any additional components listed in the final Design Drawings and Specifications;

b. Failure to submit written reports in accordance with the requirements of Section VII.D.5. shall constitute a violation of this Order.

VIII. PLANS AND REPORTS REQUIRING EPA APPROVAL

A. All deliverables, reports or other items required by this Order shall be submitted to EPA for approval.

B. To the maximum extent possible, communications between the Respondents and EPA and all documents, including reports,

approvals, and other correspondence, concerning the activities performed pursuant to this Order, shall be directed to the EPA Remedial Project Manager and the Respondents' Project Coordinator by overnight mail or equivalent delivery.

C. Unless otherwise provided, three copies of all documents, including reports, approvals, and other correspondence submitted to EPA pursuant to this Order, shall be directed to the EPA Remedial Project Manager identified pursuant to Section IX of this Order in accordance with the requirements of that Section. Three copies of all such documents shall simultaneously be submitted to the Commonwealth of Pennsylvania to provide the State an opportunity to review and comment to EPA at the following address:

Ronald Klinikowski
PA Department of Environmental Resources
623 Cherry Street
Reading, PA 19602

D. After review of any deliverable, plan, report or other item that is required to be submitted for review and approval pursuant to this Order, EPA may: (1) approve the submission; (2) approve the submission with required modifications; (3) disapprove the submission and direct Respondents to re-submit the document after fully addressing EPA's comments; or (4) disapprove the submission and perform all or any part of the response action. As used in this Order, the terms "approval by EPA," "EPA approval," or equivalent term means the action described in items (1) or (2) of this paragraph.

E. In the event of approval by EPA, Respondents shall

proceed to take any action required by the plan, report, or other item, as approved or modified by EPA.

F. Upon receipt of a notice of disapproval or a requirement for a modification, Respondents shall, within twenty-one (21) days or such other time as specified by EPA in its notice of disapproval or requirement for modification, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval, or approval with modifications, Respondents shall proceed, at the direction of EPA, to implement any action required by any non-deficient portion of the submission.

G. If any submission is disapproved by EPA, Respondents shall be deemed to be in violation of this Order and EPA may perform all or any part of the response action. Such performance by EPA shall not release Respondents from their obligation to comply with all other requirements of this Order and shall not release Respondents from liability for penalties and/or damages for all violations of this Order.

H. EPA's decisions regarding the sufficiency or acceptability of all documents and of any activities performed pursuant to this Order shall be controlling.

I. Notwithstanding any action by EPA, Respondents remain fully responsible for achievement of all Performance Standards. Nothing in this Order, or in EPA's approval of any submission, shall be deemed to constitute a warranty or representation of any kind by EPA that full performance of the Remedial Action will